STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

SCOPE OF WORK PROVISION

FOR

OPERATING ENGINEER (HEAVY & HIGHWAY WORK), OPERATING ENGINEER (BUILDING CONSTRUCTION), STEEL ERECTOR & FABRICATOR (OPERATING ENGINEER - BUILDING CONSTRUCTION), STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER - HEAVY & HIGHWAY WORK), PILE DRIVER (OPERATING ENGINEER - HEAVY & HIGHWAY WORK), PILE DRIVER (OPERATING ENGINEER - BUILDING CONSTRUCTION), TUNNEL / UNDERGROUND (OPERATING ENGINEER - HEAVY & HIGHWAY WORK)

IN

ALAMEDA[1], ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA[1], DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN[1], MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO[1], SAN JOAQUIN, SAN MATEO[1], SANTA CLARA[1], SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO[1], SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

[1]County not covered by Operating Engineer (Building Construction), Steel Erector and Fabricator (Operating Engineer - Building Construction), and Pile Driver (Operating Engineer - Building Construction).

MASTER AGREEMENT
for
NORTHERN CALIFORNIA
between
ASSOCIATED GENERAL CONTRACTORS
OF CALIFORNIA, INC.,
and
LOCAL UNION NO. 3
of the International Union
of Operating Engineers, AFL-CIO

RECEIVED
Department of Industrial Relations
JAN 27 1997
Div. of Labor Statistics & Research
Chief's Office

THIS AGREEMENT, made and entered into this 16th day of June, 1996, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

01.00.00 EMPLOYEES, CLASSIFICATIONS, MANNING, AND WAGE RATES

01.01.00 On all work covered by this Agreement (Section 02.05.00) when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section 04.00.00 and the Job Placement Regulations of this Agreement and they and each of them shall be employed in the classifications and at the wage scales as follows, including such additions as may be made in accordance with Section 20.00.00.

01.01.01 Notwithstanding any provisions of this Section 01.00.00 relating to manning, any piece of equipment involved in excavation for which no employee is setting line or grade, or performing work which historically has been performed by Assistant to Engineers, an Assistant Engineer shall not be required. If assistance is necessary, such assistance shall be performed by an Assistant to Engineer. In the event a violation is alleged, and a dispute exists which cannot be resolved between the Employer and the Union, any Individual Employer found to be in violation of this Section 01.01.01 by a Board of Adjustment shall forfeit the application of this Section on *ALL* said Individual Employer's jobs or projects for the period of time and in the manner prescribed hereunder:

(1) *First (1st) Violation:* Said Section shall not apply for a period of three (3) consecutive months from the date said Individual Employer is found in violation by said Board of Adjustment and *manning* all Individual Employer's jobs or projects shall be in accordance with the requirements of Section 01.03.00 *Classifications, Manning and Rates*;

(2) *Second (2nd) Violation:* Same application as in (1) above for a period of six (6) consecutive months;

(3) *Third (3rd) Violation:* Same application as in (1) and (2) above for the duration of the Agreement.

NOTE. This Section shall not apply to any traditional crane work and any manning requirements on crane work shall be in accordance with Section 01.03.01.

01.02.00 *Area Definitions.* Section 24.00.00 provides a description of Areas 1 and 2 based upon Township and Range Lines. The Area 2 wage, as set forth in Section 01.03.00, shall be paid in all areas of Northern California not included in Area 1.

01.02.01 If all compensable time is spent by any Employee in Area 1, he shall be paid the Area 1 rate.

01.02.02 If two (2) or more hours of compensable time (straight or overtime) on any shift are spent by an Employee in Area 2, he shall be paid the Area 2 rate for the entire day.

01.02.03 The Employees employed by an Individual Employer in a permanent yard or shop or plant and Employees employed by an Individual Employer on residential construction projects (not camps), subdivisions, buildings of three (3) stories or less including utilities and site work related to these buildings, streets, roadways and utilities which are a part of a residential construction project located within Area 2 shall be paid the Area 1 wage rate.

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01.02.04 If all Employees on a job or project are transported by the Employer from a permanent plant, yard or shop located in Area 1 to work in Area 2 and transported back to the same permanent yard or shop in Area 1, all on the same day, on the Employer's time, said Employees shall be paid the Area 1 wage rate.

01.03.00 *Classifications, Manning and Rates.*

NOTE: The manning of Compressors, Generators, Welding Machines, Pumps or any combination thereof shall be in accordance with Section 07.05.00 of this Agreement.

CLASSIFICATIONS:

CURRENT STRAIGHT-TIME HOURLY WAGE RATES — EFFECTIVE DATES

* Asterisk denotes that the Union may allocate the increases in 1997 and 1998 to wages and/or fringe benefits. See Section 01.05.01.

GROUP 1 (3 classifications)

	6/16/96	6/16/97	6/16/98
Area 1	$29.35	$.76*	$.76*
Area 2	$31.35		

3491 1. Operator of Helicopter (when used in erection work)
3685 2. Hydraulic Excavator 7 cu. yds. and over (Assistant to Engineer required)
5951 3. Power Shovels, over 7 cu. yds. (Assistant to Engineer required)

GROUP 2 (5 classifications)

	6/16/96	6/16/97	6/16/98
Area 1	$27.90	$.72*	$.72*
Area 2	$29.90		

1131 1. Certified Chief of Party (when requested by Individual Employer)
3551 2. Highline Cableway
3695 3. Hydraulic Excavator 3-1/2 cu. yds. up to 7 cu. yds. (Assistant to Engineer required)
5801 4. Power Blade Operator (finish)
5921 5. Power Shovels, (over 1 cu. yd. and up to and including 7 cu. yds. m.r.c. (Assistant to Engineer required)

GROUP 3 (17 classifications)

	6/16/96	6/16/97	6/16/98
Area 1	$26.50	$.68*	$.68*
Area 2	$28.50		

0201 1. Asphalt Milling Machine
0371 2. Cable Backhoe (Assistant to Engineer required)
1301 3. Chief of Party
1381 4. Combination Backhoe and Loader over 3/4 cu. yds.
1861 5. Continuous Flight Tie Back Machine Assistant to Engineer or Mechanic/Welder required
1905 6. Crane Mounted Continuous Flight Tie Back Machine, Tonnage to apply, Assistant to Engineer or Mechanic/Welder required
1915 7. Crane Mounted Drill Attachments, Tonnage to apply, Assistant to Engineer or Mechanic/Welder required
2145 8. Dozer, Slope Brd
3171 9. Gradall (Assistant to Engineer required)
3705 10. Hydraulic Excavator up to 3-1/2 cu. yds. (Assistant to Engineer required)
4211 11. Loader 4 cu. yds. and over
5061 12. Multiple Engine Scrapers (when used as push pull)
5891 13. Power Shovels, up to and including 1 cu. yd. (Assistant to Engineer required)
6011 14. Pre-Stress Wire Wrapping machine
7081 15. Side Boom Cat, 572 or larger
7925 16. Track Loader 4 cu. yds. and over
8961 17. Wheel Excavator (up to and including 750 cu. yds. per hour) (Assistant to Engineer required)

GROUP 4 (30 classifications)

	6/16/96	6/16/97	6/16/98
Area 1	$25.18	$.65*	$.65*
Area 2	$27.18		

0191 1. Asphalt Plant Engineer/Boxman
1241 2. Chicago Boom
1341 3. Combination Backhoe and Loader up to and including 3/4 cu. yds.
1601 4. Concrete Batch Plants (wet or dry)
2361 5. Dozer and/or Push Cat
2751 6. Pull-Type Elevating Loader
3221 7. Gradesetter, Grade Checker (mechanical or otherwise)
3261 8. Grooving and Grinding Machine
3301 9. Heading Shield Operator
3305 10. Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar, Assistant to Engineer or Mechanic/Welder required
3401 11. Heavy Duty Repairman and/or Welder
4041 12. Lime Spreader
4151 13. Loader under 4 cu. yds.
4391 14. Lubrication and Service Engineer (mobile and grease rack)
4691 15. Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar) (Screedman required)
4771 16. Miller Formless M-9000 Slope Paver or similar (Gradesetter required) (any additional assistance required on this equipment shall be performed by an Assistant to Engineer)
5771 17. Portable Crushing and Screening plants (Assistant to Engineer required)
5821 18. Power Blade Support
6381 19. Roller Operator, Asphalt
6471 20. Rubber-Tired Scraper, self-loading (paddle-wheels, etc.)
6481 21. Rubber-Tired Earthmoving Equipment (Scrapers)
7211 22. Slip Form Paver (concrete) (one [1] Operator and two [2] Screedmen required)
7435 23. Small Tractor with Drag
7461 24. Soil Stabilizer (P&H or equal)
7841 25. Timber Skidder
7915 26. Track Loader up to 4 yards
7931 27. Tractor Drawn Scraper
8121 28. Tractor, Compressor Drill Combination (Assistant to Engineer required)
8881 29. Welder
9051 30. Woods-Mixer (and other similar Pugmill equipment)

GROUP 5 (20 classifications)

	6/16/96	6/16/97	6/16/98
Area 1	$23.97	$.62*	$.62*
Area 2	$25.97		

1121 1. Cast-in-Place Pipe Laying Machine
1451 2. Combination Slusher and Motor Operator
1611 3. Concrete Conveyor or Concrete Pump, Truck or Equipment mounted
1621 4. Concrete Conveyor, Building site
1781 5. Concrete Pump or Pumpcrete Guns
2405 6. Drilling Equipment, Watson 2000, Texoma 700 or similar, Assistant to Engineer or Mechanic/Welder required
2431 7. Drilling and Boring Machinery, Horizontal (not to apply to waterliners, wagon drills or jackhammers) (Assistant to Engineer or Mechanic/Welder required)
2471 8. Concrete Mixers/all
3761 9. Instrumentman
4571 10. Man and/or Material Hoist
4631 11. Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
4641 12. Mechanical Burm, Curb and/or Curb and Gutter Machine, Concrete or Asphalt
4751 13. Mine or Shaft Hoist
5741 14. Portable Crushers

5861 15. Power Jumbo Operator (setting slip-forms, etc., in tunnels)
6811 16. Screedman (automatic or manual)
7011 17. Self Propelled Compactor with Dozer
8055 18. Tractor with boom, D6 or smaller
8391 19. Trenching Machine, maximum digging capacity over 5 ft. depth (Assistant to Engineer required)
8831 20. Vermeer T-600B Rock Cutter or similar

GROUP 6 (26 classifications)

	6/16/96	6/16/97	6/16/98
Area 1	$22.71	$.59*	$.59*
Area 2	$24.71		

0161 1. Armor-Coater (or similar)
0391 2. Ballast Jack Tamper
0791 3. Boom-Type Backfilling Machine
0881 4. Asst. Plant Engineer
0941 5. Bridge and/or Gantry Crane
1181 6. Chemical Grouting Machine, truck mounted
1321 7. Chip Spreading Machine Operator
1841 8. Concrete Saws (self-propelled unit on streets, highways, airports, and canals)
2111 9. Deck Engineer
2415 10. Drilling Equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c. Any assistance required will be performed by an Employee covered by this Agreement
2461 11. Drill Doctor
3511 12. Helicopter Radioman
3711 13. Hydro-Hammer or similar
4061 14. Line Master
4073 15. Skidsteer Loader, Bobcat larger than 743 series or similar (with attachments)
4271 16. Locomotive (Assistant to Engineer when required)
4431 17. Lull Hi-Lift or similar
5195 18. Oiler, Truck Mounted Equipment (Class I Drivers License Required)
5531 19. Pavement Breaker, Truck Mounted, with compressor combination (Assistant to Engineer driver when required)
5571 20. Paving Fabric Installation and/or Laying Machine
5621 21. Pipe Bending Machine (pipelines only)
5681 22. Pipe Wrapping Machine (Tractor propelled and supported)
6791 23. Screedman, (except asphaltic concrete paving)
7001 24. Self Propelled Pipeline Wrapping Machine
7501 25. Soils & Materials Tester
7941 26. Tractor

manufacturer's rated capacity

GROUP 7 (28 classifications)

	6/16/96	6/16/97	6/16/98
Area 1	$21.63	$.56*	$.56*
Area 2	$23.63		

0401 1. Ballast Regulator
0761 2. Boom Truck or dual-purpose A-Frame Truck, Non-rotating – Under 15 tons.
1091 3. Cary Lift or similar
1421 4. Combination Slurry Mixer and/or Cleaner
2435 5. Drilling Equipment, 20 ft. and under m.r.c.
2893 6. Fireman Hot Plant
3241 7. Grouting Machine Operator
3611 8. Highline Cableway Signalman
3941 9. Stationary Belt Loader (Kolman or similar)
4031 10. Lift Slab Machine (Vagtborg and similar types)
4451 11. Maginnes Internal Full Slab Vibrator
4541 12. Material Hoist (1 Drum)
4721 13. Mechanical Trench Shield

5383 14. Partsman (heavy duty repair shop parts room)
5501 15. Pavement Breaker with or without Compressor Combination
5651 16. Pipe Cleaning Machine (tractor propelled and supported)
5781 17. Post Driver
6311 18. Rodman Chainman
6341 19. Roller (except Asphalt), Chip Seal
6851 20. Self Propelled Automatically Applied Concrete Curing Machine (on streets, highways, airports and canals)
6911 21. Self Propelled Compactor (without dozer)
7123 22. Signalman
7241 23. Slip-Form Pumps (lifting device for concrete forms)
7821 24. Tie Spacer
7911 25. Tower Mobile
8371 26. Trenching Machine C maximum digging capacity up to and including 5 ft. depth
0776 27. Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or Similar (Boom Truck) – Under 15 tons.
8511 28. Truck Type Loader

GROUP 8 (32 classifications)

	6/16/96	6/16/97	6/16/98
Area 1	$20.55	$.53*	$.53*
Area 2	$22.55		

0621 1. Bit Sharpener
0681 2. Boiler Tender
0853 3. Box Operator*
0913 4. Brakeman*
1391 5. Combination Mixer and Compressor (shotcrete/gunite)
1481 6. Compressor Operator
2153 7. Deckhand*
2863 8. Fireman*
2991 9. Mast Type Forklift
3131 10. Generators
3243 11. Gunite/Shotcrete Equipment Operator
3373 12. Heavy Duty Repairman Helper*
3701 13. Hydraulic Monitor
3821 14. Ken Seal Machine (or similar)
4901 15. Mixermobile
5161 16. Operating Engineer in lieu of an Oiler
5173 17. Oiler*
6041 17. Pump Operator
6131 19. Refrigeration Plant
6241 20. Reservoir-Debris Tug (Self-Propelled Floating)
6401 21. Ross Carrier (Construction site)
6451 22. Rotomist Operator
6831 23. Self Propelled Tape Machine
7031 24. Shuttlecar
7041 25. Self Propelled Power Sweeper Operator
7271 26. Slusher Operator
7611 27. Surface Heater
7673 28. Switchman*
7763 29. Tar Pot Fireman*
8541 30. Tugger Hoist, Single Drum
8841 31. Vacuum Cooling Plant
8921 32. Welding Machine (powered other than by electricity)

*Asst. to Engineer classifications

GROUP 8A (3 classifications)

	6/16/96	6/16/97	6/16/98
Area 1	$18.44	$.48*	$.48*
Area 2	$20.44		

2581 1. Elevator Operator
4071 2. Skidsteer Loader, Bobcat 743 series or smaller and similar (without attachments)
4795 3. Mini Excavator under 25 H.P. (Backhoe - Trencher)

Special Single Shift and Second Shift Wage Rates
(Refer to Sections 06.04.03 and 06.05.00)

	6/16/96	6/16/97	6/16/98
Group 1			
Area 1	$33.10	$.86*	$.86*
Area 2	$35.10		
Group 2			
Area 1	$31.47	$.81*	$.81*
Area 2	$33.47		
Group 3			
Area 1	$29.89	$.77*	$.77*
Area 2	$31.89		
Group 4			
Area 1	$28.41	$.73*	$.73*
Area 2	$30.41		
Group 5			
Area 1	$27.05	$.70*	$.70*
Area 2	$29.05		
Group 6			
Area 1	$25.63	$.66*	$.66*
Area 2	$27.63		
Group 7			
Area 1	$24.41	$.63*	$.63*
Area 2	$26.41		
Group 8			
Area 1	$23.20	$.60*	$.60*
Area 2	$25.20		
Group 8A			
Area 1	$20.81	$.54*	$.54*
Area 2	$22.81		

01.03.01 *All Cranes and Attachments.* The straight-time hourly wage rate of Employees on cranes or equipment and attachments (including jib and/or leads) shall be as follows:

**Truck Crane Oiler or Oiler (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

GROUP 1-A (5 classifications)

	6/16/96	6/16/97	6/16/98
Area 1	$30.19	$.78*	$.78*
Area 2	$32.19		

1335 1. Clamshells and Draglines over 7 cu: yds.
1951 2. Cranes over 100 tons
2105 3. Derrick, over 100 tons
2115 4. Derrick Barge Pedestal mounted over 100 tons
6915 5. Self Propelled Boom Type Lifting Device over

GROUP 2-A (5 classifications)

	6/16/96	6/16/97	6/16/98
Area 1	$28.51	$.74*	$.74*
Area 2	$30.51		

1325 1. Clamshells and Draglines over 1 cu. yd. up to and including 7 cu. yds.
1981 2. Cranes over 45 tons up to and including 100 tons
2125 3. Derrick Barge 100 tons and under
6901 4. Self Propelled Boom Type Lifting Device over 45 tons
8721 5. Tower Cranes

GROUP 3-A (5 classifications)

	6/16/96	6/16/97	6/16/98
Area 1	$26.87	$.69*	$.69*
Area 2	$28.87		

1315 1. Clamshells and Draglines up to and including 1cu. yd.
1961 2. Cranes 45 tons and under
6881 3. Self Propelled Boom Type Lifting Device 45 tons and under
0775 4. Boom Truck or dual-purpose A-Frame Truck, Non-Rotating, Over 15 tons.
7817 5. Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or Similar (Boom Truck), Over 15 tons.

The straight-time rates of pay for the Truck Crane Oiler and Oiler classifications are as follows:

*5183** Truck Crane Oiler*

GROUP 1-A	6/16/96	6/16/97	6/16/98
Area 1	$23.56	$.61*	$.61*
Area 2	$25.56		

GROUP 2-A	6/16/96	6/16/97	6/16/98
Area 1	$23.32	$.60*	$.60*
Area 2	$25.32		

GROUP 3-A	6/16/96	6/16/97	6/16/98
Area 1	$23.08	$.60*	$.60*
Area 2	$25.08		

*5183** Hydraulic*

GROUP 3-A	6/16/96	6/16/97	6/16/98
Area 1	$22.71	$.59*	$.59*
Area 2	$24.71		

*5173** Oiler*

GROUP 1-A	6/16/96	6/16/97	6/16/98
Area 1	$21.39	$.55	$.55*
Area 2	$23.39		

GROUP 2-A	6/16/96	6/16/97	6/16/98
Area 1	$21.18	$.55*	$.55*
Area 2	$23.18		

GROUP 3-A	6/16/96	6/16/97	6/16/98
Area 1	$20.92	$.54*	$.54*
Area 2	$22.92		

All Cranes and Attachments, Special Single Shift and Second Shift Wage Rates

	6/16/96	6/16/97	6/16/98
GROUP 1-A			
Area 1	$34.04	$.88*	$.88*
Area 2	$36.04		
GROUP 2-A			
Area 1	$32.15	$.83*	$.83*
Area 2	$34.15		
GROUP 3-A			
Area 1	$30.31	$.77*	$.77*
Area 2	$32.31		

5183** Truck Crane Oiler

GROUP 1-A			
Area 1	$26.59	$.69*	$.69*
Area 2	$28.59		
GROUP 2-A			
Area 1	$26.32	$.68*	$.68*
Area 2	$28.32		
GROUP 3-A			
Area 1	$26.05	$.68*	$.68*
Area 2	$28.05		

5183** Hydraulic

GROUP 3-A			
Area 1	$25.63	$.66*	$.66*
Area 2	$27.63		

5173** Oiler

GROUP 1-A			
Area 1	$24.14	$.62*	$.62*
Area 2	$26.14		
GROUP 2-A			
Area 1	$23.91	$.62*	$.62*
Area 2	$25.91		
GROUP 3-A			
Area 1	$23.62	$.61*	$.61*
Area 2	$25.62		

01.03.02 Classifications and Rates for Steel Erectors and Fabricators

NOTE: The manning of Compressors, Generators, Welding Machines, Pumps or any combination thereof shall be in accordance with Section 07.05.00 of this Agreement.

**Truck Crane Oiler or Oiler (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

GROUP 1 (3 classifications)

6/16/96	6/16/97	6/16/98
$31.12	$.80*	$.80*

1951 1. Cranes over 100 tons (Assistant to Engineer required)
2105 2. Derrick over 100 tons
6915 3. Self Propelled Boom Type Lifting Devices over 100 tons

GROUP 2 (4 classifications)

6/16/96	6/16/97	6/16/98
$29.43	.76*	$.76*

1981 1. Cranes over 45 tons up to and including 100 tons (Assistant to Engineer required)
2261 2. Derrick, 100 tons and under
6901 3. Self Propelled Boom Type Lifting Device, over 45 tons
8721 4. Tower Crane

GROUP 3 (2 classifications)

6/16/96	6/16/97	6/16/98
$28.03	$.72*	$.72*

1961 1. Cranes, 45 tons and under (Assistant to Engineer required
6881 2. Self Propelled Boom Type Lifting Device, 45 tons and under

GROUP 4 (3 classifications)

6/16/96	6/16/97	6/16/98
$26.11	$.67*	$.67*

1241 1. Chicago Boom
2941 2. Forklift, 10 tons and over
3401 3. Heavy Duty Repairman/Welder

GROUP 5 (1 classification)

6/16/96	6/16/97	6/16/98
$24.87	$.64*	$.64*

0701 1. Boom Cat

The straight-time rates of pay for the Truck Crane Oiler and Oiler classifications are as follows:

*5183** Truck Crane Oiler*

	6/16/96	6/16/97	6/16/98
GROUP 1	$24.16	$.62*	$.62*
GROUP 2	$23.94	$.62*	$.62*
GROUP 3	$23.69	$.61*	$.61*

*5183** Hydraulic*

	6/16/96	6/16/97	6/16/98
GROUP 3	$23.32	$.60*	$.60*

*5173** Oiler*

	6/16/96	6/16/97	6/16/98
GROUP 1	$22.03	$.57*	$.57*
GROUP 2	$21.78	$.56*	$.56*
GROUP 3	$21.56	$.56*	$.56*

Steel Erectors and Fabricators, Special Single Shift and Second Shift Wage Rates

	6/16/96	6/16/97	6/16/98
GROUP 1	$35.09	$.90*	$.90*
GROUP 2	$33.19	$.86*	$.86*
GROUP 3	$31.61	$.81*	$.81*
GROUP 4	$29.45	$.76*	$.76*
GROUP 5	$28.06	$.72*	$.72*

5183** Truck Crane Oiler

	6/16/96	6/16/97	6/16/98
GROUP 1	$27.26	$.70*	$.70*
GROUP 2	$27.01	$.70*	$.70*
GROUP 3	$26.73	$.69*	$.69*

5183** Hydraulic

	6/16/96	6/16/97	6/16/98
GROUP 3	$26.32	$.68*	$.68*

5173** Oiler

	6/16/96	6/16/97	6/16/98
GROUP 1	$24.86	$.64*	$.64*
GROUP 2	$24.58	$.64*	$.64*
GROUP 3	$24.34	$.63*	$.63*

01.03.03 *Classifications and Rates for Piledrivers*

**Truck Crane Oiler or Oiler (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

Group 1 (4 classifications)

6/16/96	6/16/97	6/16/98
$30.51	.79*	$.79*

2115 1. Derrick Barge Pedestal mounted over 100 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)
5951 2. Clamshells over 7 cu. yds.
6915 3. Self Propelled Boom Type Lifting Device over 100 tons
8425 4. Truck Crane or Crawler, land or barge mounted over 100 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required

Group 2 (4 classifications)

6/16/96	6/16/97	6/16/98
$28.79	$.74*	$.74*

2155 1. Derrick Barge Pedestal mounted 45 tons up to and including 100 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)
5921 2. Clamshells up to and including 7 cu. yds.
6901 3. Self Propelled Boom Type Lifting Device over 45 tons

8455 4. Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)

Group 3 (4 classifications)

6/16/96	6/16/97	6/16/98
$27.19	$.70*	$.70*

2135 1. Derrick Barge Pedestal mounted under 45 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)
6881 2. Self Propelled Boom Type Lifting Device 45 tons and under
7171 3. Skid/Scow Piledriver, any tonnage (Any assistance required shall be by an Employee covered by this Agreement)
8445 4. Truck Crane or Crawler, land or barge mounted 45 tons and under (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)

Group 4 (3 classifications)

6/16/96	6/16/97	6/16/98
$25.50	$.66*	$.66*

0221 1. Assistant Operator in lieu of Assistant to Engineer
2941 2. Forklift, 10 tons and over
3401 3. Heavy Duty Repairman/Welder

Group 5 (0 classifications)

6/16/96	6/16/97	6/16/98
$24.26	$.63*	$.63*

No current classification (subject to Section 20.00.00)

Group 6 (1 classification)

6/16/96	6/16/97	6/16/98
$23.00	$.59*	$.59*

2111 1. Deck Engineer

Group 7 (0 classifications)

6/16/96	6/16/97	6/16/98
$21.95	$.57*	$.57*

No current classification (subject to Section 20.00.00)

Group 8 (2 classifications)

6/16/96	6/16/97	6/16/98
$20.87	$.54*	$.54*

2153 1. Deckhand
2863 2. Fireman

The straight-time rates of pay for the Truck Crane Oiler and Oiler classifications are as follows:

5183** Truck Crane *Oiler*

	6/16/96	6/16/97	6/16/98
GROUP 1	$23.87	$.62*	$.62*
GROUP 2	$23.64	$.61*	$.61*
GROUP 3	$23.37	$.60*	$.60*

*5173** Oiler*

	6/16/96	6/16/97	6/16/98
GROUP 1	$21.71	$.56*	$.56*
GROUP 2	$21.46	$.55*	$.55*
GROUP 3	$21.24	$.55*	$.55*

01.03.04 On Crawler Crane or Derrick Barge Piledriving operations when an Assistant Operator is used in lieu of an Assistant to Engineer, the second Operator can operate Forklifts, or Deck Engines in conjunction with Piledriving operations.

01.03.05 When a stationary Truck or stationary Crawler Crane is working in conjunction with another Truck or Crawler Crane driving pile, only one Assistant to Engineer or Assistant Operator is required.

Piledrivers, Special Single Shift and Second Shift Wage Rates

	6/16/96	6/16/97	6/16/98
GROUP 1	$34.40	$.89*	$.89*
GROUP 2	$32.47	$.83*	$.83*
GROUP 3	$30.67	$.79*	$.79*
GROUP 4	$28.77	$.74*	$.74*
GROUP 5	$27.37	$.71*	$.71*
GROUP 6	$25.96	$.66*	$.66*
GROUP 7	$24.77	$.64*	$.64*
GROUP 8	$23.56	$.61*	$.61*

5183** Truck Crane Oiler

	6/16/96	6/16/97	6/16/98
GROUP 1	$26.93	$.70*	$.70*
GROUP 2	$26.68	$.69*	$.69*
GROUP 3	$26.37	$.68*	$.68*

5173** Oiler

	6/16/96	6/16/97	6/16/98
GROUP 1	$24.50	$.63*	$.63*
GROUP 2	$24.22	$.62*	$.62*
GROUP 3	$23.98	$.62*	$.62*

01.03.06 *Tunnel/Underground Classifications and Wage Rates.* The straight-time hourly wage rate of Employees working underground and/or within shafts, stopes and raises shall be as follows:

GROUP 1-A (1 classification)

	6/16/96	6/16/97	6/16/98
Underground Rate			
Area 1	$27.90	$.72*	$.72*
Area 2	$29.90		
Shafts, Stopes and Raises			
Area 1	$28.00	$.72*	$.72*
Area 2	$30.00		

8603 1. Tunnel Bore Machine Operator - 20′ diameter or more.

GROUP 1 (5 classifications)

	6/16/96	6/16/97	6/16/98
Underground Rate			
Area 1	$25.55	$.66*	$.66*
Area 2	$27.55		
Shafts, Stopes and Raises			
Area 1	$25.65	$.66*	$.66*
Area 2	$27.65		

3301 1. Heading Shield Operator
3401 2. Heavy Duty Repairman/Welder
5111 3. Mucking Machine (rubber tired, rail or track type)
6125 4. Raised Bore Operator* (tunnels)
8601 5. Tunnel Mole Bore Operator*

*Any assistance in the operation, if needed, shall be by an Employee covered by this Agreement.

GROUP 2 (3 classifications)

	6/16/96	6/16/97	6/16/98
Underground Rate			
Area 1	$24.35	$.63*	$.63*
Area 2	$26.35		
Shafts, Stopes and Raises			
Area 1	$24.45	$.63*	$.63*
Area 2	$26.45		

1451 1. Combination Slusher and Motor Operator
1781 2. Concrete Pump or Pumpcrete Guns
5861 3. Power Jumbo Operator

GROUP 3 (2 classifications)

	6/16/96	6/16/97	6/16/98
Underground Rate			
Area 1	$23.08	$.60*	$.60*
Area 2	$25.08		
Shafts, Stopes and Raises			
Area 1	$23.18	$.60*	$.60*
Area 2	$25.18		

2461 1. Drill Doctor
4751 2. Mine or Shaft Hoist

GROUP 4 (3 classifications)

	6/16/96	6/16/97	6/16/98
Underground Rate			
Area 1	$22.00	$.57*	$.57*
Area 2	$24.00		
Shafts, Stopes and Raises			
Area 1	$22.10	$.57*	$.57*
Area 2	$24.10		

1421 1. Combination Slurry Mixer Cleaner
3241 2. Grouting Machine Operator
4931 3. Motorman

GROUP 5 (7 classifications)

	6/16/96	6/16/97	6/16/98
Underground Rate			
Area 1	$20.92	$.54*	$.54*
Area 2	$22.92		
Shafts, Stopes and Raises			
Area 1	$21.02	$.54*	$.54*
Area 2	$23.02		

0621 1. Bit Sharpener
0913 2. Brakeman
1391 3. Combination Mixer and Compressor (Gunite)
1481 4. Compressor Operator
5173 5. Oiler*
6041 6. Pump Operator
7271 7. Slusher Operator

*Assistant to Engineer Classification

Tunnel/Underground, Special Single Shift and Second Shift Wage Rates

GROUP 1-A (1 classification)

	6/16/96	6/16/97	6/16/98
Underground Rate			
Area 1	$31.47	$.81*	$.81*
Area 2	$33.47		
Shafts, Stopes and Raises			
Area 1	$31.58	$.81*	$.81*
Area 2	$33.58		

GROUP 1

	6/16/96	6/16/97	6/16/98
Underground Rate			
Area 1	$28.82	$.74*	$.74*
Area 2	$30.82		
Shafts, Stopes and Raises			
Area 1	$28.93	$.74*	$.74*
Area 2	$30.93		

GROUP 2

	6/16/96	6/16/97	6/16/98
Underground Rate			
Area 1	$27.47	$.71*	$.71*
Area 2	$29.47		
Shafts, Stopes and Raises			
Area 1	$27.58	$.71*	$.71*
Area 2	$29.58		

GROUP 3

	6/16/96	6/16/97	6/16/98
Underground Rate			
Area 1	$26.05	$.68*	$.68*
Area 2	$28.05		
Shafts, Stopes and Raises			
Area 1	$26.16	$.68*	$.68*
Area 2	$28.16		

GROUP 4

	6/16/96	6/16/97	6/16/98
Underground Rate			
Area 1	$24.83	$.64*	$.64*
Area 2	$26.83		
Shafts, Stopes and Raises			
Area 1	$24.94	$.64*	$.64*
Area 2	$26.94		

GROUP 5

	6/16/96	6/16/97	6/16/98
Underground Rate			
Area 1	$23.62	$.61*	$.61*
Area 2	$25.62		
Shafts, Stopes and Raises			
Area 1	$23.73	$.61*	$.61*
Area 2	$25.73		

01.03.07 *Toxic Waste (HAZMAT).* A subcommittee shall be formed to discuss requirements applicable to Employees working on HAZMAT projects and to negotiate working rules and wage rates which recognize the special conditions and problems which exist when working with toxic waste.

01.04.00 *FOREMEN — Wage Rates.*

	6/16/96	6/16/97	6/16/98
Area 1	$29.35	$.76*	$.76*
Area 2	$31.35		

2921 Foreman and Shifters, over 7 Employees

Area 1	$27.90	$.72*	$.72*
Area 2	$29.90		

2931 Foreman (Working), under 7 Employees

Area 1	$29.35	$.76*	$.76*
Area 2	$31.35		

3341 Master Mechanic, over 5 Employees

Foreman, Special Single Shift and Second Shift Wage Rates

	6/16/96	6/16/97	6/16/98
Area 1	$33.10	$.86*	$.86*
Area 2	$35.10		

2921 Foreman and Shifters, over 7 Employees

Area 1	$31.47	$.81*	$.81*
Area 2	$33.47		

2931 Foreman (Working), under 7 Employees

Area 1	$33.10	$.86*	$.86*
Area 2	$35.10		

3341 Master Mechanic, over 5 Employees

01.05.00 *Working Suspended.* The straight-time hourly wage rate of Employees required to work suspended by ropes or cables or performing work on a Yo-Yo Cat shall be according to the following schedule, and added to the straight-time hourly wage rates set out in 01.00.00, and such increase in the straight-time hourly wage rate shall apply for the full shift and all overtime work.

PER HOUR
$.60

01.05.01 *The Union may allocate the increases to wages and/or Health and Welfare. Any increase in wages in 1997 will be effective June 16, 1997. Any increase in Health and Welfare in 1997 shall be effective on June 30, 1997. Any increase in wages in 1998 will be effective June 16, 1998. Any increase in Health and Welfare in 1998 will be effective June 29, 1998.

01.06.00 If the Individual Employer maintains, rents, leases or otherwise contracts out or arranges for a camp in Area II, the Individual Employer agrees that the charge to the Employees covered by this Agreement for suitable room and board, shall not exceed the differential between the Area I and Area II wage rates for eight (8) straight-time hours, five (5) days a week, Monday through Friday. When Employees work Saturdays and/or Sundays the same provisions which applies Monday through Friday, shall apply to Saturdays and/or Sundays.

01.06.01 If an Individual Employer provides trailer space for a job or project, an appropriate charge for such space shall be negotiated between the Union and the Individual Employer prior to the commencement of said job or project.

01.07.00 Whenever the bid specifications of an Owner awarding the work or an Awarding Agency require the Individual Employer to provide a drug free workplace, such requirements shall apply to that job or project.

01.08.00 *Market/Geographic Area Committee. (Private Work - Not to Exceed $1,000,000).* The parties to this Agreement recognize the constantly changing nature of the industry with respect to certain private market and/or geographic areas and the necessity of Individual Employers maintaining competitive positions in those markets or geographic areas to protect and assure the continued work opportunities of the affected Employees covered by this Agreement.

Therefore, and notwithstanding Section 26.03.00, the parties hereby establish a *Market/Geographic Area Committee* composed of three (3) representatives of the Employer, three (3) representatives of the Union, and three (3) Employee representatives performing work in an affected geographic area. In any particular geographic area, a defined market area committee of three (3) Employees may be established by the Union. The Committee comprising three (3) Union representatives and three (3) Employer representatives in conjunction with the local Employee market committee, shall evaluate either market or geographic requests for changes or modifications believed necessary to meet market or geographic area competition and determine if adequate economic justification is present to support such a change or modification. The Employees serving on the Committees shall be selected by

the Employees (members) in the market or geographic area on a rotating basis depending on the particular market or geographic area where evaluation of the area, changes and/or modification may be necessary. In the event a market area extends beyond the boundaries of more than one of the Union's Districts, there shall be at least one (1) Employee from each District where the market area exists serving on the Committee with the Employer representatives and Union representatives.

The Committees shall review requests for changes in any of the terms and conditions of the Master Agreement which cover an area limited to particular private, market or geographic areas and believed necessary to preserve and protect work opportunities for affected Employees and Individual Employers covered by the Agreement. The Committee, upon an affirmative unit vote, is authorized to approve such changes (including the monetary size of the project to which they may apply) as it determines to be in the best interest of the affected Employees and the parties to this Agreement and may modify the Agreement accordingly; provided, however, if in any particular market area, a determination is made by the Committee that a market area has been substantially lost or rapidly being lost to non-union employers, an addendum, not to exceed $1,000,000 (unless the Committee agrees otherwise) shall be placed in effect covering that market which shall apply for the duration of the Agreement; it is further provided that in the month of January of each contract year, the Committee shall meet and review each market addendum, and if the Individual Employers have recovered sixty percent (60%) or more of the market, the Committee shall determine if the applicable addendum shall continue to apply, be terminated or otherwise modified. Provided further, any job or project covered by an addendum shall remain covered until job/project completion.

The Committee may also consider requests for multi-craft project agreements regardless of dollar amount initiated through the National Heavy and Highway Committee and/or the National Building and Construction Trades Department.

02.00.00 GENERAL PROVISIONS — DEFINITIONS

02.01.00 *Employer.* The term "Employer" as used herein shall mean the Associated General Contractors of California, Inc.

02.02.00 *Individual Employer.* The term "Individual Employer" shall mean only those persons or entities who have authorized the Associated General Contractors of California, Inc., (Employer) to represent said Individual Employer with respect to collective bargaining with the Union. A list of said Individual Employers has been furnished to the Union at the commencement of negotiations, and the Employer shall furnish the Union with monthly reports of any additions or deletions to the list of Individual Employers represented by the Employer.

02.02.01 *Additional Individual Employer.* Provided that a person or entity is not then engaged in a currently existing labor dispute with the Union arising out of a failure to comply with the wages, hours, rates of pay or other conditions of employment required by the Union in the territorial jurisdiction of the Union where the dispute exists, such person or entity may become an Individual Employer covered by this Agreement upon authorizing the Employer to represent said person or entity with respect to collective bargaining and labor relations with the Union.

02.02.02 In the event an Individual Employer desires to be represented by another and different Association, he shall give the Union fifteen (15) days' notice in writing of the name of the employer association under a collective bargaining agreement with the Union that will represent the notifying Individual Employer; provided, however, that once an employer association represents an Individual Employer under Section 18.00.00 for a particular grievance, no other employer association shall represent that Individual Employer for that grievance.

02.02.03 The Employer shall be the sole judge of the qualifications for membership of any person or entity applying for membership therein.

02.03.00 *Union.* The term "Union" as used herein shall mean OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO.

02.04.00 *Employee.* The term "Employee" as used herein shall mean any person, without regard to race, color, religion, sex, age, national origin, handicap or disability (as provided for in the Americans With Disabilities Act of 1990), and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

(a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or

(b) who operates, monitors and controls, maintains, repairs, modifies, assembles, erects, services or each or all of them, power-operated equipment, of the type or kind of power-operated equipment used in the performance of work referred to in (a) above, regardless of whether such power-operated equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and

(c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above, and who qualifies to register in a Job Placement Center, provided that the foregoing shall not apply to superintendents, assistant superintendents, general foremen, foremen, timekeepers, messenger boys, guards, confidential employees, office help, inspectors, and persons specifically excluded elsewhere in this Agreement.

02.05.00 *Unit Work.* This Agreement shall cover and apply to all activities of the Individual Employer in the area covered by this Agreement falling within the recognized jurisdiction of the Union, including, but not limited by inference or otherwise, to building construction, demolition, site clearing, pipelines, oil or gas refineries (excluding the falling and removal of merchantable timber by the purchaser of merchantable timber), work covered by Section 13.00.00, Steel Fabricators and Erectors, which work and equipment shall be covered by Section 13.00.00, Steel Fabricators and Erectors, and work covered by Section 14.00.00, Piledriving, which work and equipment shall be covered by Section 14.00.00, Piledriving. It shall also apply to all maintenance, modification and repair work and facilities, on-site or off-site, of an Individual Employer in the area covered by this Agreement, except an off-site repair or maintenance facility with respect to which the Individual Employer is in a bona fide collective bargaining relationship with a labor organization covering such Individual Employer's off-site maintenance and repair facility at the time the Individual Employer becomes a party to, or covered by, this Agreement. This Agreement shall also apply to the operation, modification, maintenance, and repair of equipment covered by this Agreement (including the additions under provision for Additional Work or Classifications, Section 20.00.00) established for the production of borrow, rip-rap, rock, sand, gravel, aggregates of all kinds, concrete (excluding cement), asphalt or macadam or other road-surfacing materials (excluding oil) by an Individual Employer or his subcontractor which is to be incorporated into a specific job(s) or project(s) of the Individual Employer so long as such material is actually being produced or delivered to such job or project; such work will be considered on-site.

02.06.00 This Agreement shall cover and apply to all Employees.

02.07.00 *Coverage.* This Agreement shall cover and apply to Northern California, which term means that portion of the State of California above the northerly boundary of Kern County, the northerly boundary of San Luis Obispo County, and the westerly boundaries of Inyo and Mono Counties.

02.08.00 *Bargaining Representatives.*

02.08.01 The Union hereby recognizes and acknowledges that Employer is the collective bargaining representative of the Individual Employers authorizing the Employer to represent said person or entity with respect to collective bargaining and labor relations with the Union.

02.08.02 This Agreement shall bind each and every Individual Employer as set forth in Section 02.02.00 who has authorized the Employer to represent it with the same force and effect as if the Agreement were entered into by each such Individual Employer. Except as provided in Section 02.02.02, each such Individual Employer shall be and continue to remain bound to this Agreement for and during the term of this Agreement irrespective of whether such Individual Employer shall withdraw its authorization, resign, or be expelled from the Employer prior to the expiration date of this Agreement. However, any Individual Employer who is no longer a member of the Employer shall not be represented by the Employer and shall not be covered by the provisions of Section 18.00.00 (Settlement of Disputes).

02.08.03 The Employer and each Individual Employer covered hereby recognizes and acknowledges OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, as the exclusive collective bargaining representative of all Employees covered by this Agreement. The Employer, on it own behalf and on each Individual Employer's behalf, acknowledges that it and they have collective bargaining relationships with the Union within the meaning of Section 9 of the National Labor Relations Act.

02.08.04 The wage rates, working conditions, and hours of employment and other conditions of employment herein provided have been negotiated by the Union with the Employer. The Union will give the Employer a copy of all agreements it enters into with any employer which coves on-site work covered by this Agreement which has terms and conditions which are different from this Agreement. An Individual Employer engaging in on-site work of the same type as that covered by such agreement may, upon written notice to the Union, become a party to such agreement.

02.08.05 *Project Labor Agreements:* The Union will notify the Employer before it or its agents engage in negotiations for a project labor agreement with an employer, construction manager, public agency or private owner.

06.08.00 On "Multiple-shift operations" (a two- [2] and/or three- [3] shift job), in addition to the two and/or three shifts, a single shift of eight (8) consecutive hours (exclusive of meal period) may be established, provided it is for five (5) or more consecutive days and has its own Operating Engineer Foreman where required, or if a Foreman is not required, is under separate supervision and further provided that on a two- or three-shift job such single shift is not related to and is not in conjunction with the work on the two- or three-shift operation. The regular starting time of such single shift shall be between 6:00 a.m. and 8:00 a.m.; provided, however, once such starting time has been established on a job or project, it shall not be changed except by mutual consent of the Union and the Individual Employer.

06.09.00 In the case of a multiple-shift operation, in no event shall the number of Employees on a second (2nd) or third (3rd) shift exceed the number of Employees on the first (1st) shift by more than fifty percent (50%). The foregoing may be modified by mutual agreement of the Union and an Individual Employer.

06.10.00 On multiple-shift operations, no shift shall work more than ten (10) hours, except in the event of an on-the-job emergency.

06.11.00 No single-shift Employee shall relieve a multiple-shift Employee, and no multiple-shift Employee shall relieve a single-shift Employee.

06.12.00 In the case of a multiple-shift operation, the Individual Employer will endeavor to fairly distribute overtime work on Saturdays, Sundays or holidays.

06.13.00 For the purposes of establishing shift operations, the Employees of the Individual Employer and the Employees of any subcontractor or other Individual Employer shall be considered separately.

06.14.00 No Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. No arrangement of shifts shall be permitted that prevents any Employee from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift.

06.14.01 Where there is equipment to be operated on a single-shift operation before the single shift begins or after it ends, or on a Saturday, a Sunday or a holiday, the Operating Engineer who regularly operates the particular piece of equipment shall be given first choice to perform the work, for not to exceed twelve (12) hours except in an emergency, and if an Assistant to Engineer is required, the Assistant to Engineer who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work.

06.15.00 Where in any locality existing traffic conditions, weather conditions or power availability render it desirable to start the day shift at an earlier or later hour, such starting time may be set by mutual written agreement of the Individual Employer and the Union. Such different starting time may not be terminated except on a Friday or upon completion of the job.

06.16.00 If a breakdown occurs on equipment operated by Employees covered by this Agreement, it shall be in the discretion of the Individual Employer whether the Operator and his Assistant to Engineer or other Employees shall make the repairs including routine maintenance.

06.17.00 The recognized established practice regarding the starting and warming up of equipment by Employees under this Agreement shall not be changed.

06.18.00 No Employee shall be required to work alone during the hours of darkness when performing maintenance work on equipment. This provision shall not apply to Employees servicing and/or starting equipment one (1) hour prior to the start of a shift.

06.19.00 *Meal Period.* There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled to begin not more than one-half hour before and completed not later than one hour after the mid-point of the regularly scheduled hours of work for each Employee's shift. The meal period for Mechanics, Service and Lubricating Engineers, may be scheduled to permit work at the applicable straight-time rate during the regularly scheduled meal period.

06.19.01 If the Individual Employer requires the Employee to perform any work included in 02.04 00 of this Agreement through his scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time.

06.19.02 Where it is necessary for such machines as compressors, refrigeration plants and pumps to operate during the lunch period, the operator of such machines shall receive pay for the lunch period at the applicable overtime rate only if required by the Individual Employer to monitor or service such machines.

06.20.00 *Foremen and Shifters.* No foremen or shifters shall be allowed to perform any work covered by this Agreement or operate any equipment covered by this Agreement, except as provided in the Special Provisions Concerning Foremen Other Than General Foremen, Section 21.00.00.

06.21.00 *Show-Up Time.* When an Employee reports on his shift, or when dispatched and he reports at the agreed time and designated place and there is no work covered by Section 02.04.00 provided for him by the Individual Employer, he shall be paid two (2) hours at the rate applicable to his classification at the straight-time hourly or overtime rate applicable on that day as show-up time; if the Employee is requested to stand by, and does so, and is given no work, he shall be paid four (4) hours' pay at the rate applying to the job or unless such Employee or applicant reported in a condition unfit to perform his work or unless such applicant was rejected by the Individual Employer in accordance with the provisions of the Job Placement Regulations of this Agreement, Section 04.10.39. Provided, however, if his work is suspended on account of weather conditions, the Employee shall be entitled to show-up time only if he remains on the jobsite for two (2) hours pending abatement of such weather, unless sent home earlier by the Individual Employer. If his work is started, in lieu of show-up time, the Employee shall be compensated as provided in 06.02.00 and 06.03.00 of this Section. If an Employee's work is to be suspended for any reason, the Employee shall be notified at least two (2) hours before being required to report on his shift. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number. When the Employee has no telephone, or when the Employee cannot be reached at the number furnished to the Individual Employer, he shall not be entitled to show-up time in the event he reports on a day of inclement weather unless he has previously called the Individual Employer at the time and place designated in a notice posted on the job. The provisions of this Section shall apply also when the Employee is working under Section 13.00.00 and 14.00.00 of this Agreement. The Individual Employer and the Union may mutually agree to other and additional means of notification of Employees.

06.22.00 Whenever an Employee is called out to work or employed on a Saturday, Sunday or a holiday, he shall be paid at least four (4) hours at the applicable overtime rate unless the overtime work immediately precedes his regular shift and he works or is paid for the first half of his regular shift, in which case he shall be paid for the overtime actually worked by the hour and half-hour. All time worked beyond the first four (4) consecutive hours on Saturday, Sunday and holidays shall be reckoned by the hour at the applicable overtime rate. On a two-shift or three-shift job if Employees are called out to work or employed on the first shift on a Saturday, Sunday or holiday, the above shall apply but if any Employees are called out or employed to work on a second or third shift on Saturday, Sunday or holiday all shift work Employees called out or employed shall be compensated in accordance with either Section 06.05.00 or 06.06.00, as the case may be.

06.23.00 In the event an Employee has completed his regular shift and returned to his residence, and is called back to perform his overtime work, such Employee shall be paid at least two (2) hours at the applicable overtime rate. In the event an Employee has not worked his scheduled shift and is called out to perform overtime work, such Employee shall be paid at least four (4) hours at the applicable overtime rate.

06.24.00 The holidays referred to in this Agreement are as follows: New Year's Day (January 1), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Thanksgiving Day (4th Thursday in November), the day after Thanksgiving Day (4th Friday in November), and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday.

06.25.00 *Overtime on All Work Covered By This Agreement in Areas 1 and 2.* The applicable overtime rates shall apply for the shift, work covered by 02.04.00, equipment, area, location and classification on Saturdays, Sundays and holidays and all time before a shift begins and after it ends.

06.25.01 *Overtime Areas 1 and 2 (all forty-six [46] Counties).* One and one-half (1-1/2) times the applicable straight-time hourly rate shall be paid for all work performed before a shift begins and after it ends and for all work performed on Saturdays. Double (2) the straight-time hourly rate shall be paid for all work on Sundays and holidays.

06.25.02 Assistants to Engineers shall be paid at the applicable overtime rate when required to "grease" or "fire up" prior to the start of the shift or after the shift has ended.

06.25.03 *Tide Work.* Except as provided for in Section 14.02.06 an Individual Employer who is performing tide work shall establish a starting time for the project which corresponds to the tide on the first day of the project. All hours worked before or after the shift as established herein shall be paid at the special single shift rates set forth in 01.03.00, 01.02 01, 01.03.02, 01.03.03, 01.03.04 and 01.04.00. When an Employee is called out to work tide work, the minimum pay for such work shall be eight (8) hours at straight time as provided herein including fringe benefits. Each hour worked on Saturday shall be paid at time and one half (1-1/2) and each hour worked on Sundays and holidays shall be paid at double time.

When an Employee is called out to work on Saturdays, Sundays or holidays, the applicable overtime rate shall be paid for each hour worked, and the minimum pay shall be six (6) hours at the overtime rate.

06.26.00 *No Restrictions on Production.* Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs or practices shall be permitted that limit production or increase the time required to do any work.

07.00.00 ***MANNING***

07.01.00 The manning of equipment shall be in accordance with the provisions of Section 01.00.00 and this Section 07.00.00. In addition to the manning provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, he shall be assisted by an Employee covered by this Agreement (Assistant to Engineer, Deckhand or Registered Apprentice). (Refer to Section 07.10.00.)

07.01.01 Only an Employee covered by this Agreement shall start and warm up equipment and the recognized established practice regarding the classification of Employee used in the starting and warming up of equipment shall not be changed.

07.01.02 Assistant to Engineer when assigned to equipment shall be under the direct supervision of the Operator at all times.

07.02.00 *Asphalt Plant Crew.* It is agreed that the Asphalt Plant Crew shall consist of a Plant Engineer and two (2) additional Employees. The Plant Engineer shall be in charge of the entire plant. In the case of an automatic asphalt plant, the asphalt plant minimum crew shall consist of a Plant Engineer and Boxman. It is further provided that if any additional assistance is required in the asphalt plant crew, such assistance shall be performed by an Employee covered by this Agreement.

07.03.00 *Change Rule.* An Employee may be changed between classifications and pieces of equipment provided any piece of equipment the Employee leaves is not operated except by an Employee covered by this Agreement. However, an Employee who is transferred to another piece of equipment and who is not qualified to operate that piece of equipment, shall not be discharged or laid off, but shall be returned to the equipment to which he was originally dispatched.

07.03.01 The Individual Employer shall not assign an Assistant to Engineer to perform the work of an Operating Engineer. The Individual Employer may assign an Operating Engineer to perform the work of an Assistant to Engineer; provided, no Assistant to Engineer currently on the payroll of the Individual Employer shall be laid off or terminated as a result of such an assignment. The foregoing shall not preclude transfers for brief emergency or relief periods, provided a replacement has been requested from the Job Placement Center serving the job or project.

07.03.02 On building jobs, the Oiler may for four (4) hours or less, operate the following equipment: (1) Forklift, (2) Small Rubber-Tired Tractor, (3) Bobcat. Should any assistance be required, it shall be an Employee covered by this Agreement.

07.04.00 *Signals.* The necessity for the use of an Employee to give signals to Employees covered by this Agreement shall be determined by the Individual Employer. When used, he shall be an Assistant to Engineer, or a Registered Apprentice. (Refer to Section 07.10.00.)

07.05.00 Whenever a person starts, stops or operates pumps over 750 GPM (except automatic electric pumps), compressors over 210 CFM (except automatic electric compressors), welding machines, or generators over 150 KW, he shall be an Employee covered by this Agreement. Any servicing and maintenance of the above equipment regardless of size, including automatic electric pumps and automatic electric compressors, shall be performed by an Employee covered by this Agreement.

07.05.01 *Generators.* Generator/Welder House: one (1) Engineer required.

07.05.02 *Compressors.* On compressor houses, manifold compressors or large single unit compressors (750 CFM or more) in the same location: one (1) Engineer required.

07.06.00 On any job or project where an Employee is utilized to operate a Forklift (Group 8), or an Individual Employer employs a Heavy Duty Repairman, such Employee(s) may be utilized in lieu of one of the Employees otherwise required by Sections 07.05.00, 07.05.01 Generators and 07.05.02 Compressors. This Section 07.06.00 shall not apply to the required manning on Compressor Houses.

07.07.00 *Field Survey Work.* The classifications herein referred to shall apply only to Employees covered hereby, regularly employed in field survey work, excluding Individual Employer, executive, administrative or supervisory personnel, professional or office engineer personnel, draftsmen, estimators, timekeepers, messenger boys, guards, clerical help or field office help, and excluding the use of survey instruments normally used by any other employees in the performance of their duties.

07.07.01 Field survey work shall be that work performed by such Employees in connection with the establishment of control points governing construction operations when performed by the Individual Employer on any type of home, office or commercial building construction. "Control points governing construction operations" shall be defined as such vertical and horizontal controls as must be established in connection with site preparation work before actual construction can get underway. On commercial, office, or multi-storied buildings, site preparation work in connection with the establishment of control points governing construction operations on locations and elevations of fills, excavations, piles, caisson, and utilities shall be considered to be field survey work.

07.07.02 On all types of heavy, highway and engineering construction, when the Individual Employer is required by Contracting Authority to furnish his own field survey service or when the Individual Employer at his own discretion hires Employees to perform field survey work, then in such instances, such work shall come within the classifications set forth in Section 01.00.00.

07.07.03 For any field survey work beyond the direct control of the Individual Employer, the referred to classifications and conditions shall not apply.

07.07.04 The Union will cooperate with the Individual Employer in the placing of student engineering trainees, so long as it does not materially affect the normal employment of regular Employees.

07.07.05 When an Instrument Man is required by the Individual Employer to work from drawings, plans or specifications without the direct supervision of a Party Chief, he shall be paid at the Chief of Party rate.

07.07.06 A party consisting of three (3) or more Employees shall include a Chief of Party.

07.07.07 On a large project using several small parties and having a Chief of Party on the jobsite and in charge of the small parties, each small party shall have an Instrument Man or Chief of Party as one of the members of the small party.

07.08.00 *Warranty.* The maintenance and repair of equipment done at the site of construction, alteration, painting, repair or demolition of a building, structure or other work shall be performed exclusively by an Employee, or by employees covered by a collective bargaining agreement with the Union; provided, however, that if the Individual Employer has a written contract of warranty covering the equipment, work covered by such warranty may be performed at the jobsite for not more than six (6) months from purchase in the case of new equipment, or not more than thirty (30) days from purchase in the case of used equipment by persons not covered by this Agreement who are eligible to register as Class A Operating Engineers, or Class A Assistant to Engineer, under the Job Placement Regulations of this Agreement, and further provided that for non-warranty work or for work performed after the aforementioned six (6) months and thirty-day time periods all maintenance and repair work will be performed under the terms and conditions of this Agreement, except that in the event of a factory modification to be performed on the jobsite, one factory representative shall be excluded from the foregoing.

07.08.01 When an Individual Employer, at his discretion, wishes to utilize Employees covered by this Agreement to perform Soils and Materials Testing, such Employee shall be employed in accordance with the applicable classification set forth in Section 01.03.00.

07.09.00 *Journeyman Training.* Employees who have been while unemployed under this Agreement continuously registered in a California Job Placement Center or other approved Job Placement Center during the previous calendar year (registration during the calendar week following termination shall not break continuous registration) and have not refused four (4) or more dispatches during the previous calendar year and are at the time of application for training registered in a California Job Placement Center; and

Training shall take place at an approved training center and such training shall be under the direction of the Operating Engineers Joint Apprenticeship Committee.

Room and board Monday through Friday, except on designated holidays as determined by the Joint Apprenticeship Committee while at the training center and the cost of training shall be paid by the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

07.09.01 Training shall terminate:

(1) On Friday following the Employee's attaining two hundred forty (240) hours of training, except that the Employee may be allowed to train eighty (80) additional hours on the approval of the Joint Apprenticeship Committee.

(2) A shutdown of all or part of the operations of the training center affecting the Employee's training.

(3) Dispatch by a Job Placement Center to employment under a Collective Bargaining Agreement with the Union.

(4) In the case of a termination under 2 or 3 above, the Employee shall be eligible for further training subject to 1 above.

07.09.02 This training program shall be open at such time as the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund Trustees so determine.

07.09.03 Employees applying for training shall be eligible for training on a first come-first trained basis to the extent of the funds made available by the Affirmative Action Trust and that the training facilities are available.

07.09.04 Employees requesting training shall make application at a Northern California Operating Engineers' Job Placement Center.

07.09.05 The Operating Engineers and Participating Employers Pre-Apprentice. Apprentice, and Journeyman Affirmative Action Training Fund Trustees are specifically authorized to modify 07.09.00 through 07.09.04.

NOTE: The following provisions relating to the utilization of Apprentices shall apply, except where superseded by the provisions of the Amended Consent Decree in Civil Case No. C-71-1277 MHP, as modified, or as may be subsequently modified during the term of this Agreement.

07.10.00 *Registered Apprentices.* The wages, rates of pay, hours of labor and the other conditions of employment of Registered Apprentices shall be and are governed entirely by the terms and conditions of this Agreement except as modified in 07.10.01 through and including 07.10.14.

07.10.01 The education, training and disciplining of Registered Apprentices shall be governed by the appropriate Joint Apprenticeship Committee and Standards:

(1) Operating Engineers Apprenticeship Committee for the 46 Counties of Northern California;

(2) Northern California Surveyor Joint Apprenticeship Committee.

07.10.02 *Apprentice Wage Rates.* The straight-time hourly rate of Operating Engineers Registered Apprentices in the Operating Engineers Apprenticeship Program shall receive the following percentage of the Group 4 rate set forth in Section 01.03.00:

On-the-job training, and Probationary/Orientation Period — 45%
1st Period Apprentice — 50%
2nd Period Apprentice — 60%
3rd Period Apprentice — 70%
4th Period Apprentice — 85%

The Apprentice wage rate to be calculated at 45% of the Group 4 wage rate shall apply to the one thousand (1,000) hours of on-the-job training described below (Probationary/Orientation Period).

Probationary/Orientation Period. The Probationary/Orientation Period for the Construction Equipment Operator Branch shall consist of twelve hundred (1,200) hours. Two hundred (200) hours of orientation training at a designated training center in the following: Apprenticeship orientation, safety, grade setting, lubrication, general maintenance, and introduction to the following categories: track-type equipment, rubber tire-type equipment, hoisting-type equipment and stationary-type equipment. One thousand (1,000) hours of the Probationary/Orientation Period will be on-the-job training, employed by a participating or contributing Employer.

The straight-time hourly rate of Surveyors Apprentices shall be:
1st Period — 60% of Chainman-Rodman
2nd Period — 70% of Chainman-Rodman
3rd Period — 80% of Chainman-Rodman
4th Period — 90% of Chainman-Rodman
5th Period — 100% of the wage rate applicable to the classification covering the type of work being performed.
6th Period — 100% of the wage rate applicable to the classification covering the type of work being performed.
7th Period — 100% of the wage rate applicable to the classification covering the type of work being performed.
8th Period — 100% of the wage rate applicable to the classification covering the type of work being performed.

07.10.03 All Operating Engineer Apprentices upon completing the Probationary/Orientation Program may request evaluation by the appropriate Joint Apprenticeship Committee to receive credit which may be applicable for past experience. The Joint Apprenticeship Committee may determine through the evaluation whether the Apprentice shall be a First through Fourth Period Apprentice, and they shall be paid the appropriate percentage as set forth in 07.10.02. In such determinations, the Joint Apprenticeship Committee's decision shall be final. Surveyor Apprentices shall be evaluated and receive the wage scale of the proper wage schedule as determined by the application of the proper percentage of the appropriate classification for the period of training and the work performed, all as determined by the NCS-JAC.

training shall be referred to the collective bargaining parties for resolution. If they are unable to resolve questions of interpretation or issues other than safe meaningful training, said matters shall be subject to Section 18.00.00. The Individual Employer shall submit to the committee in writing its reasons why it cannot provide safe, meaningful training for Apprentices on a specified jobsite. The provisions of this paragraph shall apply to all Employers.

07.10.05 Any Registered Apprentice absent for two (2) shifts without permission of the appropriate J.A.C. shall be automatically replaced by an unemployed Registered Apprentice.

07.10.06 A Registered Apprentice transferred to a training center for related and other instruction shall be temporarily replaced by an unemployed Registered Apprentice. The replacement's temporary employment shall terminate on the return of the Registered Apprentice from the training center.

07.10.07 When such Registered Apprentice completes the total apprenticeship training, such Registered Apprentice may return as a Journeyman to any Individual Employer for whom he/she has previously worked if the Individual Employer so requests him and if no Journeyman is laid off or replaced by the employment of such Employee. The employment of the Journeyman as outlined above, shall be in compliance with the Job Placement Regulations, Section 04.00.00.

07.10.08 A Registered Apprentice may be assigned (subject to the control of the Joint Apprenticeship Committee) to operate equipment or perform work covered by this Agreement, provided that the Registered Apprentice is under the supervision of a Journeyman at all times and shall not perform any work alone where a Journeyman or Journeymen are not present. The utilization of Registered Apprentices to operate equipment or perform work shall be in accordance with the provisions of the Permanent Injunction and the approved Apprenticeship Standards.

07.10.09 In the event there are no Assistant to Engineers or Preferred Classification Employees registered or available for work in an Assistant to Engineer classification, a Registered Apprentice shall be dispatched in lieu thereof. However, when so employed, the Registered Apprentice shall receive the applicable Registered Apprentice rate or the applicable Assistant to Engineer rate, whichever is greater; provided, however, a Registered Apprentice being utilized as an Assistant to Engineer is subject to the provisions set forth in Section 04.10.06(b), and such Registered Apprentice shall not be counted as a Registered Apprentice under Section 07.10.13.

07.10.10 *Selection Procedures.* All Apprentice applicants entering the Apprenticeship Program shall be subject to the Selection Procedures in the Apprenticeship Standards of the Joint Apprenticeship Committee for Operating Engineers for the 46 Northern Counties in California.

07.10.11 *Probationary/Orientation Program.* All Apprentices entering the Apprenticeship program shall receive probationary/orientation training at a designated training center pursuant to a curriculum developed by the Joint Apprenticeship Committee. Such participation in the Probationary/Orientation Program shall be at the discretion of the Joint Apprenticeship Committee

07.10.12 The Apprentice manning requirements set forth in 07.10.04 are not mandatory when they apply to permanent plants producing rock, sand and aggregates of all kinds, concrete (excluding cement), asphalt and macadam where such plants are in competition with like plants not covered by the Master Agreement.

07.10.13 *Schedule for Determining Apprentice Hours Required to Reach Parity.*

Column A.
Total hours worked during a month by Journeymen applicable to Apprentice manning ratio.
NOTE: Journeymen hours applicable to this Schedule shall not include time worked by the following employees:

1. Foremen not operating equipment and/or working with the tools of the trade
2. Assistant Engineers
3. Preferred List Journeymen
4. Journeymen working outside the 46 Counties
5. Superintendents
6. Employees not Journeymen Operating Engineers.
7. Apprentices
8. Owner-Operators
9. Journeyman hours worked if 700 or less.

08.01.01 Heavy Duty Repairmen shall furnish their own hand tools, but special tools shall be furnished by the Individual Employer as needed, such as: pin presses, spanner wrenches, air or electric wrenches, testing and measuring devices other than a hand rule, gear and bearing pullers, electric drills, reamers, taps and dies, oxy-acetylene hoses, gauges, torches and tips, torque wrenches, twenty-four-inch (24") pipe wrenches or socket wrenches, and sockets requiring over three-quarter-inch (3/4") drive, box-end wrenches over 1" and open-end wrenches over 1". Heavy Duty Repairmen and/or the Registered Apprentices shall be entitled to a tool pick-up time before the end of each shift, which shall not be less than five (5) minutes or more than fifteen (15) minutes.

08.02.00 *Transportation.* No Employee covered by this Agreement shall, as a condition of employment, furnish transportation within the jobsite or between jobsites, or from yard to jobsite for transportation of Employees or tools or equipment or for any other purpose.

08.02.01 When the Individual Employer transports Employees from yard to jobsite, or within jobsite, or to power lines or pipelines, he shall provide safe and suitable transportation.

08.02.02 When the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, or no parking facilities are provided within a five-minute walk from where the Employees' work is being performed, the Individual Employer shall transport the Employees to and from where the Employees' work is to be performed, and such transport shall be one-half on the Individual Employer's time and one-half on the Employees' time.

08.02.03 Where free parking is not available, parking places or parking facilities will be provided by the Individual Employer for the Employees at no cost to the Employees. If the Employee must pay for parking the Individual Employer shall reimburse the Employee for each parking expenditure; provided, however, the Individual Employer may require the submission of dated and signed receipts. Such receipts may be turned in weekly or on termination of employment whichever is sooner.

08.02.04 The transportation, by means of its own power, of equipment and the loading and unloading of equipment of the type or kind operated by Employees covered by this Agreement shall be performed by Employees covered by this Agreement.

08.03.00 *Facilities.* The Individual Employer agrees to furnish suitable shelter and protection to protect the Employees from falling material and from the elements (including, but not limited to, dust, heat, rain and cold).

08.03.01 On all jobs, clean drinking facilities and cool water shall be provided the Employees by the Individual Employer.

08.03.02 Suitable, adequate and sanitary toilet facilities shall be provided on all jobs.

08.04.00 *Employee Bonds.* No Employee shall be required by Employer or any Individual Employer to deposit a cash bond with the Employer or the Individual Employer or any other person. In the event that a surety bond is so required, the Employer or the Individual Employer shall pay the premium upon said bond.

09.00.00 ***SERVICING OTHER CRAFTS***

09.01.00 Employees on a particular project and assigned to work with a craft or crafts temporarily shall not be entitled to any of the conditions of the craft or crafts. "Temporarily" shall be interpreted as meaning any work performed in a single day of four (4) hours or less.

09.02.00 When Employees covered by this Agreement are employed on a job or project where another craft or crafts work a shorter day or shorter week, such Employees affected shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

09.03.00 When Employees perform work covered by this Agreement in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

09.04.00 Combination mixer and compressor operator on gunite work shall be classed as servicing a Specialty craft or crafts.

10.00.00 ***ADDITIONAL RESPONSIBILITY***

10.01.00 *Working Leadman.* When an Individual Employer employs more than one (1) Heavy Duty Repairman and less than five (5) Heavy Duty Repairmen on any shift, and if a Heavy Duty Master Mechanic or Heavy Duty Repairman Foreman is not employed on such shift, then in lieu of such supervision one (1) Heavy Duty Repairman shall be a working Leadman and his straight-time hourly wage rate shall be that of Group 4, set out in Section 01.03.00 plus fifty cents ($.50) per hour.

10.02.00 *Payment of Wages.* Each Employee shall be paid his wages in full each week promptly after the close of his shift on payday and on the jobsite. The wages of Employees who are terminated, shall be due and payable in full at the time of termination. Employees quitting or resigning shall be paid in accordance with the laws of the State of California. Accompanying each payment of wages shall be a separate statement identifying the Individual Employer, and showing the total earnings, the amount of each deduction, the purpose thereof and net earnings.

12.13.02 If an Individual Employer fails to pay the delinquencies as determined by the Fund Manager in the time provided in 12.13.01, or fails to make other suitable arrangements for payment acceptable to the Union, it shall not be a violation of this Agreement so long as such delinquency continues, if the Union withdraws the Employees who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any Employees of any Individual Employer shall be withdrawn pursuant to any similar clause in any agreement between the Individual Employer and any other labor organization, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

12.13.03 Any Employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as Employees but no such Employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

13.00.00 STEEL FABRICATING AND ERECTING WORK

Manning under this Section 13.00.00 shall be as provided in Section 07.00.00, "MANNING," except tank erection work or structural steel work which shall be manned as provided in this Section 13.00.00 and 01.03.02. Employees performing work in classifications not set forth in Section 01.03.02 shall be considered support Employees, and shall be paid at the wage rates for the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the main body of this Agreement excluding this Section 13.00.00.

13.01.00 Only Employees manning hoisting equipment working four (4) hours or more in support of a crew or crews consisting of four (4) men or more of the crafts listed below shall be covered by and under this Section 13.00.00:

(1) International Association of Bridge, Structural and Ornamental Iron Workers Union,

(2) International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, and Helpers,

(3) United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada,

(4) International Brotherhood of Electrical Workers.

13.01.01 This Section 13.00.00 shall cover all work of the Individual Employer in the geographical area as described in 02.07.00 of this Agreement and the classifications set forth in this Section and any new classifications added under Section 20.00.00 of this Agreement in Northern California. If Individual Employers perform work covered by this Section 13.00.00 in the State of Hawaii, such work shall be covered by this Section.

13.01.02 The provisions of this Section 13.00.00 with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision shall control.

13.02.00 Coverage. This Section 13.00.00 shall cover and apply only to hoisting work performed and power-operated equipment customarily operated by the Union in conjunction with the crews of the International Association of Bridge, Structural and Ornamental Iron Workers Union, with the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths and Helpers; or with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, or with the International Brotherhood of Electrical Workers.

13.03.00 Wages and Classifications. Employees performing work covered by this Section 13.00.00 shall be employed in the classifications and at the wage rates set forth in Section 01.03.02 including such additions as may be made in accordance with Section 20.00.00 of this Agreement.

13.04.00 Fringe Benefits. Fringe benefits applicable to Employees working under the provisions of this Section shall be the same as those set forth in Section 12.00.00 of this Agreement.

13.05.00 Working Rules. Except as provided hereunder, the Working Rules applicable to this Section 13.00.00 shall be in accordance with Section 06.00.00 of this Agreement.

13.05.01 Reckoning of Time. The straight time of an Employee shall be reckoned by the shift in the following instances:

(1) During the Employee's first (1st) calendar week of employment.

(2) During the week the work covered by this Agreement is completed. A break in such work of five (5) or more days excluding Saturdays, Sundays or holidays, shall be considered the same as a completion of such work.

(3) If work is shut down by the Contracting Authority; by any Governmental agency having authority to suspend the work; by lack of fuel, power or water, or by reason of strike or if the crew they are servicing does not appear for work when work is available and such fact or facts is or are confirmed by the Contracting Authority in writing.

13.05.02 Employee(s) manning hoisting equipment, including Forklifts and Ross Carriers under the terms of this Section shall have their straight time during the second (2nd) and subsequent weeks of employment reckoned by five (5) straight-time days per week, Monday through Friday, for which forty (40) hours shall be paid, except in a week in which there is inclement weather, and except as otherwise provided in this paragraph. In a week in which there is inclement weather the above guarantee shall not be applicable, but an Employee shall be afforded the opportunity to earn the equivalent of twenty-four (24) hours' pay at the applicable straight-time rate. This guarantee shall not apply to re-bar work or on jobs under fifty (50) tons. In any week in which an overtime holiday falls, the straight time shall be reduced by the number of overtime holidays falling within the week. Any time worked on such holiday shall be in addition to the straight-time workdays in the week in which the holiday falls. A break in the continuity of employment of three (3) days or less excluding Saturdays, Sundays or holidays, shall not result in an Employee being returned to a first week of employment status.

13.05.03 The starting time of the first shift on two-shift operations shall be between 5:00 a.m. and 8:00 a.m. at the option of the Individual Employer. Once established, the starting time shall not be changed except to take advantage of maximum daylight, or by the mutual consent of the Individual Employer and the Union.

13.05.04 When there is a single welding machine on the job and no Hoisting Engineer is employed, no Engineer shall be required to maintain and service such single welding machine. When there is a single welding machine on the job and a Hoisting Engineer is employed, such Engineer shall receive one (1) hour additional at the applicable overtime rate of pay for servicing and maintaining such welding machine, provided such servicing work is performed outside the regular shift.

13.05.05 When the number of Operating Engineers (excluding Oilers) employed by the Individual Employer on a job or project exceeds ten (10), an Operating Engineer Master Mechanic, who may operate equipment in emergencies, shall be employed.

13.05.06 On structural steel or tank erection, an Operating Engineer shall operate, maintain and service gasoline- or diesel-driven welding machines when the welding is being performed by another craft being supported by the Union.

13.05.07 On all types of construction, when Individual Employer is required by Contracting Authority to furnish his own field survey or when Individual Employer at his own discretion hires Employees to perform field survey work, then in such instances, such work shall come within the classifications herein mentioned.

13.05.08 When an Instrument Man is required by the Individual Employer to work from drawings, plans, or specifications without the direct supervision of a Party Chief, he shall be paid at the Chief of Party rate.

13.05.09 For any field survey work beyond the direct control of the Individual Employer, the referred to classifications and conditions shall not apply.

13.05.10 *Overtime.* Employees employed on all work performed under this Section 13.00.00 shall receive time and one-half (1-1/2) for the first two (2) hours over eight (8) up to and including ten (10) hours, Monday through Friday, and time and one-half (1-1/2) for the first eight (8) hours on Saturdays (except where the Operating Engineers is servicing a craft receiving double [2] time, then the Operating Engineer shall receive double [2] time). Double (2) time shall be paid for all hours over ten (10) Monday through Friday, and over eight (8) hours on Saturdays. Sundays and holidays shall be double (2) time.

13.05.11 When Employees covered by this Section are employed to service another craft or crafts that work a shorter day or shorter week, such Employees shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

13.05.12 When Employees perform work covered by this Section in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

13.06.00 *Subsistence, Travel Time, Travel Expenses.* Employees covered by this Section 13.00.00 shall be compensated at the rate of twenty dollars ($20.00) per each workday as subsistence pay (in addition to their regular compensation) when employed on any job more than thirty-five (35) road miles by the shortest normally traveled route from the Employee's "basing point." The Employee's "basing point" shall be the Job Placement Center (i.e., which has historically been servicing the area where the job or project is located), provided that when an Employee is transferred to a job or project his "basing point" shall be the permanent yard or shop of the Individual Employer to which such Employee is regularly assigned, and provided further that when an Employee is terminated or quits from the employ of the Individual Employer and is rehired by letter in accordance with the Job

Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, then the permanent yard or shop of the Individual Employer to which such Employee was regularly assigned when he was terminated or quit shall be considered such Employee's "basing point." Such compensation shall be paid for the duration of the job.

13.06.01 Within thirty (30) days of the execution of this Agreement any Individual Employer having more than one (1) yard or shop within the area covered by this Section shall notify the Union in writing of which locations are to be deemed "permanent" under the foregoing, and similarly, upon establishing his first such yard or shop. Such locations can be changed once each year by giving written notice to the Union.

13.06.02 It is understood that a day is a working day if the Employee is required by the Individual Employer to report to the jobsite and is prevented from working due to conditions beyond said Individual Employer's control. (Example: rainy days, or days when steel is not available, etc.)

13.06.03 On Saturday, Sunday and holidays, when work is not performed on these days, no such expenses will be paid, except as provided in 13.06.02.

13.06.04 When a job is of one (1) day's duration and the Employee is paid (or furnished) transportation and is paid his total travel time to and from the yard or shop and the job he shall not, in addition, be paid subsistence.

13.06.05 *Travel Time.* On jobs not subject to 13.06.00, an Employee shall not receive travel time unless he is engaged in equipment transportation. On such jobs, unless transportation is made available to the Employee or the Employee is paid travel expense for the first and last day, an Employee's time shall begin and end at the yard or shop.

13.06.06 On jobs subject to 13.06.00, travel time, at the rate of thirty-five (35) miles per hour from the first day of employment there, and for returning from the job on the day employment there terminates, provided that all travel time, except equipment transportation, which by the direction of the Individual Employer is performed during overtime hours, shall be computed at straight time.

13.06.07 *Travel Expense.* Where the Employee is transported to and/or from the job on equipment furnished by the Individual Employer, travel expense shall not be due.

13.06.08 On jobs subject to 13.06.00, Employees shall be paid travel expense from the yard or shop to job and return on the first and last days of employment there, respectively at the rate of twenty-five cents ($.25) per mile, and the Individual Employer shall also pay any bridge, ferry or toll fares involved.

13.06.09 *Payment of Subsistence, Travel Time and Travel Expense.* An Employee shall be paid (when due under 13.06.00 of this Section 13.00.00) subsistence, travel time, and transportation expense on each separate job; provided that, in the cases of Employees who are "transferred" or "terminated or quit and rehired" by letter in accordance with the Job Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, the distances applicable in the case of travel time and travel expense shall be those from the last job to the next (rather than between yard or shop and job).

13.06.10 Travel time and travel pay shall be due "going and returning" only in the case of Employees who work to the completion of the job or who are terminated by the Individual Employer. An Employee who quits the job prior to its completion shall be due neither travel time nor travel expense for "returning."

13.06.11 Subsistence, travel time, and travel expense (when due under 13.06.00) shall be paid by separate check, weekly, and the Employee shall be furnished with a sufficient statement thereof.

14.00.00 PILEDRIVING

14.01.00 Employees working in conjunction with a crew (a crew shall consist of four [4] men of whom one [1] shall be a Foreman) of Piledrivermen and four (4) hours or more on any shift shall be covered by and under the provisions of Section 14.00.00. In addition, if any crew in any Agreement the Employer is a party to, or becomes a party to, is reduced below four (4) men, this Section 14.00.00 shall also apply.

14.01.01 The provisions of this Section 14.00.00 with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

14.01.02 *Work Covered.* The operation, repair and maintenance of engines and machinery and the operation of deck engines in connection with piledrivers and derrick barges engaged in the following work shall be performed by Employees working under this Agreement:

(1) The driving by steam, electric, hydraulic, drop hammer, bodine hammer, or any other device used, staying, capping, pulling and cutting off of all pre-cast concrete piles, pile jackets, composite piles, cast-in-place piles, and any and all pre-cast structural shapes and units, the setting of which is performed with power equipment or piledriving and setting equipment.

(2) The placing, framing, driving (by steam, hydraulic, electric, drop hammer, bodine hammer or any other device used), fastening, capping and pulling of piling of every kind.

(3) The construction of wharves, decks, trestles, viaducts, bridges and similar structures, up to and including the decks thereof. The construction of substructures of underpasses, subways, overhead crossings, pre-cast bulkheads, and other similar structures where piledriving or other derrick equipment or other power-operated equipment customarily operated by the Union is used. The building of ferry slips, cofferdams, open cribs, caissons, dry docks and marine railways and in the construction and erection of towers, bunkers and other similar structures necessary for the completion of the above-mentioned projects.

(4) The moving and placing of heavy machinery, boilers, tanks, guns and similar masses when and where hoisting and portable equipment is used. This work shall be done, when necessary and expedient, in conjunction with machinery mechanics from other crafts.

(5) The wrecking and dismantling of all structures covered by (1) through (4).

14.01.03 *Wages and Classifications.* Employees performing work covered by this Section 14.00.00 shall be employed in the classifications and at the wage rates set forth in Section 01.03.03 including such additions as may be made in accordance with Section 20.00.00 of this Agreement. Employees performing operation, maintenance and repair of equipment not set forth by classification in Section 01.03.03 shall be considered support Employees, and shall be paid at the wage rates for the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the applicable Sections outside of this Section 14.00.00.

14.01.04 *Fringe Benefits.* Benefits applicable to Employees working under the provisions of this Section 14.00.00 shall be the same as those set forth in Section 12.00.00 of this Agreement.

14.02.00 *Working Rules.* Except as provided hereunder the Working Rules applicable to this Section 14.00.00 shall be in accordance with Section 06.00.00 of the main body of the Agreement.

14.02.01 *Minimum Hours.*

(1) The straight time of an Employee shall be reckoned by the shift in the following instances:
   (a) During the Employee's first (1st) calendar week of employment.
   (b) During the week the job is completed.
   (c) If an Employee quits or is discharged for cause.
   (d) If work is shut down by written order of the Contracting Authority.
   (e) If work is shut down by lack of materials.

(2) In the event there is a major mechanical breakdown (i.e., Employees directly affected by such breakdown), Employees shall be paid not less than four (4) hours at the applicable rate for work performed and any time thereafter shall be reckoned by the hour.

14.02.02 Employees working with piledriving crews and Employees working as Heavy Duty Repairmen working on maintenance and/or repair of piledriving equipment shall have their straight time during the second (2nd) and subsequent weeks of employment reckoned by five (5) straight-time days per week, Monday through Friday, for which forty (40) hours shall be paid except in a week in which there is inclement weather, and except as otherwise provided in this paragraph. In a week in which there is inclement weather the above guarantee shall not be applicable, but an Employee shall be afforded the opportunity to earn the equivalent of twenty-four (24) hours' pay at the applicable straight-time rate. In any week in which an overtime holiday falls, the straight time shall be reduced by the number of overtime holidays falling within the week. Any time worked on such holiday shall be in addition to the straight-time workdays in the week in which the holiday falls. A break in the continuity of employment of three (3) days or less shall not result in an Employee being returned to a first week of employment status.

14.02.03 An Employee whose time is reckoned under this Section 14.02.00 who is late for work, or who is absent from work, shall have his straight time reduced by the hours he is late or absent.

14.02.04 *Report Pay.* Where an Employee during his first (1st) and last week of employment reports for work on his shift or at the time he is requested to report, and there is no work provided by the Individual Employer, he shall be paid two (2) hours' show-up time, at the rate applicable on that date; however, he shall be required to remain on the jobsite for two (2) hours pending abatement of inclement weather unless sent home earlier by the Individual Employer. In the event that work is started, time shall

be reckoned as provided in 14.02.01 of this Section. If work is to be suspended for any reason the Employee shall be notified at least two (2) hours before being required to report to work. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number.

14.02.05 The starting time of the first shift on two-shift operations shall be between 5:00 a.m. and 8:00 a.m., Standard Time, at the option of the Individual Employer. Once established, the starting time shall not be changed except to take advantage of maximum daylight, or by the mutual consent of the Individual Employer and the Union.

14.02.06 *Tide Work.* When an Employee or Employees are called out to work tide work, the minimum pay for such work shall be eight (8) hours at regular straight time. In computing time to be paid for under this provision, each hour worked before 8:00 a.m. or after 4:30 p.m. shall be considered as being two (2) straight-time hours and each one-half (1/2) hour shall be considered as being one (1) straight-time hour; each hour worked between 8:00 a.m. and 4:30 p.m. shall be considered as being one (1) straight-time hour. The foregoing shall not apply to time worked on Saturdays, Sundays, or holidays. In the event an Employee or Employees are called out to work tide work on Saturdays, Sundays, or holidays, the overtime rate (double straight time) shall be paid for each hour worked, and the minimum pay shall be six (6) hours at said overtime rate.

14.02.07 *Overtime.* Employees employed on all work performed under this Section 14.00.00 shall receive double (2) the applicable straight-time rate for all work performed before a shift begins and after it ends, and on Saturdays, Sundays and holidays, except that time and one-half (1-1/2) shall be paid for the first two (2) hours of overtime on a regular workday, regardless of whether such overtime is worked before or after the regular work hours.

Repair, maintenance and start-up time before a shift begins and after the shift ends and on Saturdays shall be one and one-half (1-1/2) times the applicable straight-time rate. Sundays and holidays shall be double (2) the straight-time rate.

NOTE: If at any time during the life of this Agreement, the overtime provisions in the Master Labor Agreement between the Associated General Contractors of California and Piledrivers Local Union No. 34 are modified with respect to this Section or Section 14.02.06 to provide for a different rate of overtime, then this Section and/or Section 14.02.06 shall be modified accordingly.

14.02.08 On off-shore work, all time spent in travel from shore shall be portal to portal and compensated at an amount equal to the straight-time rate.

14.03.00 *Subsistence, Travel Time, Travel Expenses.* Subsistence, travel time, and travel expenses shall be paid in accordance with applicable Section of the Master Labor Agreement between the Associated General Contractors of California, Inc., and the Piledrivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local No. 34 which is attached hereto as Exhibit A and made a part hereof. In the event the Employer is unable to reach a new agreement or is no longer bound to an agreement with Local No. 34, subsistence, travel time and travel expenses shall be paid in accordance with the agreement between the Piledriving Contractors Association and Local No. 34.

15.00.00 SPECIAL WORKING RULES AND CONDITIONS FOR WORKING UNDERGROUND

15.01.00 The provisions of this Section with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

15.02.00 *Underground Rate.* Wage rates for Underground Work shall be in accordance with Section 01.03.04.

15.02.01 The underground straight-time hourly wage rate shall apply for the full shift and overtime of any Employee performing work underground.

15.02.02 *Tunnel Shift Work.* Second (2nd) or Special Single Shift shall be paid in accordance with Section 01.03.04. When three (3) shifts are employed for five (5) or more consecutive days (or less by mutual written agreement), seven and one-half (7-1/2) consecutive hours, exclusive of meal period, shall constitute a shift's work for which eight (8) hours shall be paid for all shifts.

15.03.00 These Special Working Rules and Conditions cover all work and equipment involved in the excavation and initial lining, if applicable, below the surface of the earth except open ditches, excavations and jacking operations under highways, railroads, embankments, etc., but not limited to tunnels, shafts, tunnel shafts, adits, raises, subways, chambers and underground installations including but not limited to power houses, storage facilities, offices, control centers or surge chambers including the lining of same which fall within the jurisdiction of the Union or require the operation of equipment of the kind or type covered by this Agreement. Where open cutwork is covered over or decked, regardless of the material or materials used, and men are required to work under such cover, they shall work and be paid in accordance with the terms and conditions of this Section for all excavation work.

15.03.01 For the purposes of this Section 15.00.00, tunnels, raises and shafts shall be defined as follows:

Tunnel. An underground excavation (lined or unlined) whose length exceeds its width the inclination of the grade from the excavation shall be no greater than 20° from the horizontal; should the inclination of grade from the horizontal exceed 20°, the excavation heretofore defined shall constitute a raise.

Shaft. An excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75° from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. For the purposes of this Section an underground silo shall be defined the same as a shaft.

15.03.02 *Tunnel Survey Work.* Subject to the provisions of 07.10.00 through 07.10.10, all tunnel survey work, including the use of Laser Beams, is work covered by this Agreement.

15.04.00 *Compensation for Travel Underground.* The Individual Employer shall pay Employees covered by this Agreement working underground on a portal-to-portal basis as follows: The hours of employment of such Employees shall commence at the portal of the underground work at which he is directed by the Individual Employer to report for work on his shift and shall end at such portal, except as provided in 15.05.01.

15.05.00 *Change House.* The Individual Employer shall establish and maintain a change house within a reasonable distance of each portal of the underground work. It shall be equipped with showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of men in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Individual Employer will reimburse Employees for clothing or personal belongings in an amount up to one hundred fifty dollars ($150.00) in the event the change house is destroyed by fire, provided a claim form is filed as required by the applicable insurance company. This shall not apply to short dry tunnels, such as under highways or railroad embankments.

15.05.01 If the change house is located more than one thousand two hundred fifty (1,250) walkable feet from a portal, then the time of work shall start and end for pay purposes at the change house. This shall not affect the well established practice of Employees who are required to report before their regular starting time to fire up, grease, or maintain equipment, or are required to report early or remain after their regular shift. These Employees shall be paid at the applicable overtime rate which shall be reckoned by the hour and the half-hour.

15.06.00 *Special Clothing.* The Individual Employer shall furnish rubber clothing, boots, safety hats, or any other special gear required at no expense to the Employees. Such equipment shall be returned to the Employer in the same condition subject to reasonable wear and tear.

15.07.00 *Minimum Crews.* It is understood that there are various types and sizes of moles and mining machines which may necessitate increasing or decreasing the crew size, in which event the Individual Employer and the Union shall agree at the Pre-Job Conference upon the crew size to perform the operation and repair of said equipment. If the Individual Employer and the Union are unable to agree upon the crew size, the matter shall be referred for resolution in accordance with the provisions of Section 18.00.00 of this Agreement.

15.08.00 *Tunnel Safety.* In the event the Individual Employer requests a variance from the Tunnel Safety Order, other than electrical and/or diesel, such requests will be mailed to the Union at the same time such written request is mailed to the Division of Industrial Safety.

15.08.01 *Manhaul Vehicles for Underground Work.* Manhaul vehicles used for personnel transport, but not designed for this purpose, shall be provided with safe seating and side and end protection to prevent falls. Convenient means of mounting and dismounting the vehicles shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the operator shall be installed.

16.00.00 SAFETY

16.01.00 *No Limitation of Production.* Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs, or practices shall be permitted that limit production or increase the time required to do any work.

OPERATING ENGINEERS LOCAL UNION NO. 3

SOILS AND MATERIALS TESTER

UNION EMPLOYERS

CONSOLIDATED ENGINEERING LABORATORIES, INC.
CONSTRUCTION MATERIALS TESTING
CTS CONSTRUCTION TESTING SERVICES
DYNAMIC CONSULTANTS, INC.
ISI INSPECTION SERVICES, INC.
ENGEO, INC.
HALLENBECK & ASSOCIATES
HARZA
NORTHERN CALIFORNIA SOIL TEST, INC.
ROCKRIDGE TECHNOLOGIES, INC.
SIGNET TESTING LABORATORIES
SMITH-EMERY COMPANY
SOILS LABORATORY & FIELD, INC.
SUNOL RADIO GRAPHIC INSPECTION, INC.
TERRA SEARCH, INC.
TESTING & CONTROLS, INC.
TESTING ENGINEERS, INC.
WATT HIBLER BUILDING & CONSTRUCTION INSPECTIONS
WOODWARD-CLYDE CONSULTANTS, INC.
WRIGHT TESTING, INC.

REVISED MAY 1, 1999

OPERATING ENGINEERS LOCAL UNION NO. 3

HISTORY

In 1964, The American Federation of Technical Engineers transferred jurisdiction of "soils and materials testers" to the International Union of Operating Engineers. (See letter from AFTE dated January 25, 1965 and letter dated October 19, 1993 from Frank Hanley, I.U.O.E. General President).

Since 1973, Operating Engineers Local Union No. 3, through an affiliation with "MEBA", (Marine Engineers Beneficial Association), and a series of successful NLRB elections, became the sole collective bargaining representative for a large number of employees classified as "technicians", (an employee assigned to perform the actual operations of inspection and testing). The Union immediately began collective bargaining with the employers, quickly establishing classifications that continue to be recognized today by employers in the field of "TESTING and INSPECTION", which helped define the scope of "SOILS and MATERIALS TESTER".

SOILS AND MATERIALS TESTER OVERVIEW

The Uniform Building Code (U.B.C.) provides guidelines for testing and inspection and sets forth a number of situations in which the employment of the inspector technician is mandatory. The owner and/or prime contractor is required to provide specially qualified inspectors for inspection during construction in addition to called inspections provided by the municipality, and in addition to periodic site visits by the architect or engineer of record.

Testing and Inspection is best defined as the monitoring of the materials and workmanship which are critical to the engineer or architect of record and/or the building official. This requires inspection by persons with highly developed inspection skills to verify that the material and workmanship comply with the approved plan specifications and contract documents. The special inspector/technician is used for complex on site installations requiring certain inspection skills in one or more construction crafts. These generally include:

Continued from page 1

1. Concrete – during the taking of test specimens and placing of reinforced concrete and pneumatically placed concrete;

2. Bolts installed in concrete – during installation of bolts and placing of concrete of such bolts;

3. Reinforcing Steel and Prestressing Steel – during stressing and grouting of prestressed concrete and placing of reinforced steel, placing of tendons, and prestressing steel;

4. Of ductile monent-resisting steel frames, and for all structural welding;

5. High-strength Bolting – during all bolt installations and tightening operations;

6. Structural Masonry – during preparation of masonry wall prisms, sampling of all masonry units, placement of reinforcement, inspection of grout spaces, and during all grouting operations;

7. Insulating Concrete Fill – during the application of insulating concrete fill when used as part of a structural system;

8. Spray-applied Fireproofing;

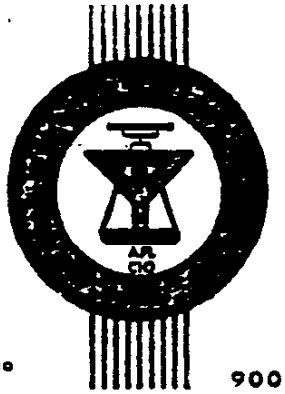
9. Piling, Drilled Piers and Caissons – during driving and testing of piles and construction of cast in-place drilled piles or caissons;

10. Shotcrete – during the taking of test specimens and placing of shotcrete; and

11. Special Grading, Excavation and Filling (soils) – soils as used in construction, includes subgrade, base select fill and other similar types of granular and non-granular soils used in construction. The soil may be considered as a structural element in the project or general fill not supporting structural elements.

N ORGANIZATION
FOR ENGINEERS
ARCHITECTS AND
DRAFTSMEN

FILIATED WITH THE AFL-CIO



American Federation of Technical Engineers

900 F STREET, N.W. • WASHINGTON 4, D. C. • REPUBLIC 7-7366

January 25, 1965

Mr. George Meany, President
American Federation of Labor and
Congress of Industrial Organizations
815 16th Street, N.W.
Washington, D.C. 20005

Dear President Meany:

This is to advise you that the American Federation of Technical Engineers, acting undend the authority of the Thirty-sixth Convention held in Seattle, Washington, July 27 to July 30, 1964, and the International Union of Operating Engineers, acting under the authority of the General Executive Board Meeting, held September 14-18, 1964, in Washington, D.C., have agreed to the following transfer of jurisdiction:

"The American Federation of Technical Engineers, hereby transfer to the International Union of Operating Engineers, all rights and claims presently enjoyed by the American Federation of Technical Engineers by virtue of and arising out of its Charter as an affiliate of the AFL-CIO to jurisdiction over all individuals employed or to be employed on field survey parties and directly engaged or to be engaged in outside field work on the site of the project, as rodmen, chainman, instrumentmen, chief of party, chief of parties, construction inspector, and soil testers, in both private and public employment, including all such employees of federal, state, county and municipal government."

In keeping with this action, former members of the American Federation of Technical Engineers, working in the above jurisdiction, have been transferred to local unions of the International Union of Operating Engineers in several areas.

With best wishes and personal regards, we remain

Fraternally yours,

Russell M. Stephens

Russell M. Stephens
President, AFTE

Hunter P. Wharton

Hunter P. Wharton
General President, IUOE

International Union of Operating Engineers
1125 SEVENTEENTH STREET NORTHWEST ★ WASHINGTON, D. C. 20036
AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS

OFFICE OF GENERAL PRESIDENT • (202) 429-9100

October 19, 1993

Mr. Thomas J. Stapleton
Business Manager
I.U.O.E. Local Union 3
1620 South Loop Road
Alameda, CA 94501

Dear Sir and Brother:

There is enclosed for your information and attention, a copy of the transfer of jurisdiction rights involving field survey and outside field work on all construction projects, granted at the Thirty-sixth Convention of the American Federation of Technical Engineers many years ago and subsequently agreed to by the IUOE General Executive Board.

The essence of this jurisdictional agreement was as follows: "The American Federation of Technical Engineers, hereby transfers to the International Union of Operating Engineers, all rights and claims presently enjoyed by the American Federation of Technical Engineers by virtue of and arising out of its charter as an affiliate of the AFL-CIO to jurisdiction over all individuals employed or to be employed on field survey parties and directly engaged or to be engaged in outside field work on the site of the project, as rodmen, chainmen, instrumentmen, chief of party, chief of parties, construction inspector, and soil testers, in both private and public employment, including all such employees of federal, state, county and municipal government."

Given the tremendous upsurge in environmental reclamation work throughout the U. S. and Canada and the resulting need to test for contaminated soil, I remind you of that transfer, and the need to protect our jurisdiction, particularly in the area of soil testing. To serve our members' best interests, I strongly recommend that you advise contractors in your area of this agreement. By doing this you can ensure that work assignments of this nature are given to Operating Engineers.

With best wishes and kind personal regards, I remain

Fraternally yours,

Frank Hanley
General President

RECEIVED
OCT 22 1993
BUSINESS MANAGER'S OFFICE

FH/bu
Encl.

SECTION 1

EARTHWORK
(Special Grading, Excavation and Filling)

OBJECTIVE

Earthwork as presented in this section includes, in general, those soils construction activities normally associated with special grading, excavation and filling. The purpose of earthwork observation and testing is to verify that the work is done in compliance with the approved plans and specifications, and, in particular, the recommendations of the project geotechnical report.

Soils is a highly variable material, very sensitive to moisture fluctuations, and requires close attention to construction quality control in order to achieve the desired result. Many factors contribute to its suitability and effective performance. Identifying and properly controlling these factors can be divided into two general areas of activity. The first involves the observation or monitoring during construction with particular attention that placement and compaction operations are followed as specified in the contract documents and geotechnical report. The second involves tests to document the soils properties and verify compliance to the quality specified.

Materials engineering laboratories that offer services in this field provide special expertise and equipment to verify the objectives of the design and project specifications. However, this is best accomplished when the Design Geotechnical Consultant provides these construction related services and can in turn achieve continuity and integration of the design-construct process. Without involvement of this Geotechnical Engineer, the constructed earthwork may not meet the performance requirements intended.

OBSERVATION DUTIES

A. Documents

1. Review the approved plans, specifications, and the Geotechnical Engineer's report.
2. Note and record the equipment being used on site.

B. Sampling of Materials

1. Sample and verify that the following materials are delivered to the Materials Engineering Laboratory for any required testing:
   a) Subgrade materials
   b) Native-fill materials
   c) Imported materials
   d) Additive materials (lime, cement, sand, pozzolan, etc.)

C. Testing

1. Perform soils classification and properties tests as required on native and/or imported soils.
2. Perform laboratory moisture-density relationship tests or other structural property tests as required.
3. Where applicable, conduct laboratory testing program to determine soils' properties resulting from admixtures such as cement or lime.
4. In the field, conduct in-place field density and moisture tests using procedures specified in the contract documents. Frequency of testing should be predetermined to allow for representative coverage of each lift.
5. Testing must be timely to avoid having to retest previously covered work. Similarly, test methods should be predetermined so as to take into account the Contractor's procedures and soil types.
6. Periodic sampling of materials in the field to verify continued compliance with specification requirements is recommended.

D. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work.

SECTION 2

ASPHALTIC CONCRETE

OBJECTIVE

The performance of asphaltic concrete pavement is as much affected by the careful construction of the subgrade and base as it is by the control of the asphaltic concrete itself. Therefore, the paving inspector must be knowledgeable in soils as well. The purpose of observation and testing of asphaltic concrete paving is to verify that the paving contractor and his supplier are exercising adequate quality control in their operations and are providing a finished product that complies with the project plans and specification requirements.

This objective can best be achieved by qualified special inspectors performing the following duties under the direct supervision of the materials engineering laboratory.

OBSERVATION DUTIES

A. Documents

1. Review the approved plans and specifications, and meet with contractor and suppliers before construction to discuss project and to verify that requirements for testing and observation are well understood.
2. Review material certificates and test reports for compliance with job specifications.
3. Prepare or review mix designs for compliance to project requirements.

B. Sampling of Materials

1. Sample and perform preliminary tests on proposed aggregates and asphalt cement (gradation, soundness, abrasion, stripping, etc.).

C. Subgrade and Base

1. Confirm that sources of materials have been sampled and approved.
2. Verify that materials delivered are of uniform quality.
3. Verify that control testing of subgrade materials is being performed and recorded as required.
4. Verify that subbase and base courses are of the source, type, thickness and density specified.
5. Verify that soil sterilization is provided, if required.
6. Refer to Section 1, *Earthwork* for additional details.

D. Batch Plant

1. The special inspector should become familiar with the appearance and physical characteristics of the mix to be used by observing visually the finished mixture so that unsatisfactory conditions may be readily recognized.
2. Check the batch plant facilities prior to production of asphaltic concrete mixture.
3. Check aggregates in stockpile to verify conformance to materials utilized in the design.
4. Check the bin weights of the aggregate fractions and asphaltic cement (batch plant only).
5. Check the temperature of the mixed batches on the truck.
6. Perform hot-bin gradations of the blended aggregates (where applicable).
7. Verify cold-bin feeds and hot-bin batch weights are adjusted as necessary to produce the job-mix formula within tolerance.
8. Before loading, truck beds should be checked for cleanliness and absence of materials that might be detrimental to the mix.
9. Coordinate with the job site inspector to obtain a uniform and consistent asphaltic concrete mixture.

E. Spreading and Paving

1. The field inspector should contact the batch plant inspector promptly should conditions be observed during placement and spreading operations that suggest a need for change at the plant. The following items should be addressed prior to and during placement operations:
   a) Area to be paved, cleaned and properly primed, or tack coated.
   b) Leveling course installed where required.
   c) Suitability of spreading and paving equipment.
   d) Asphalt mix temperature when delivered, and after final rolling, is within limits required.
   e) Density tests by nuclear gauge during rolling.
   f) Thickness control by adequate placement and compaction.
   g) Sampling of asphaltic concrete at job site during placement for laboratory testing (extraction, gradation, stability, etc.).
   h) Core samples taken for verification of thickness and density of in-place asphaltic concrete.
   i) Application of seal coat and curing in accordance with specification requirements, if required.

F. Verification Tests

1. Stability and density, bulk specific gravity and maximum specific gravity.
2. Asphalt content by extraction.
3. Aggregate gradation of the mixture from extracted sample.
4. Physical properties of the asphalt cement: penetration, viscosity, ductility, and specific gravity.
5. Aggregate quality: Los Angeles abrasion, plasticity index, and sieve analysis.
6. Field density.
7. Thickness determination.
8. Smoothness tolerance.

G. Reports

1. Submit written progress reports describing the tests made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

SECTION 3

REINFORCING STEEL

OBJECTIVE

The purpose of reinforcing steel observation is to give assurance that the supplier is exercising satisfactory control over production, fabrication and placing of reinforcing steel so that it meets the project specifications, applicable codes and industry standards.

This objective can best be achieved by qualified special inspectors who diligently perform the duties listed below while under the direct supervision of the materials engineering laboratory.

OBSERVATION DUTIES

A. Documents

1. Review the approved plans, specifications, and approved shop drawings.
2. Review applicable sections of referenced codes, such as: the Uniform Building Code (ICBO); the Building Code Requirements for Reinforced Concrete (ACI-318) by the American Concrete Institute (ACI); the Manual of Standard Practice of the Concrete Reinforcing Steel Institute (CRSI); the Reinforcing Steel Welding Code (AWS D1.4) by the American Welding Society (AWS).

B. Mill Test Reports

1. Verify reinforcing steel mill test reports (when available) for mill markings and test data, checking against project requirements.
2. Sample material for tests directly from unopened bundles when required by specifications.

C. Fabrication

1. Check each shipment of reinforcing steel for the following:
   a) Bar sizes and grades are as specified.
   b) Mill marking is in conformance with mill test reports.
   c) Check for corrosion, contaminants, surface cracks and bars damaged in shipment.
   d) Check shop bends for specified radius and cracks.

D. Placement

1. During placement of reinforcing, check for proper bar locations, alignment, laps, ties, form and ground clearance, supports, field bend radii and cracks, gouges or tack welds causing stress concentrations, removal of contaminants, and hardened concrete.
2. If welding of reinforcing is required, it should be observed as defined in UBC Section 1701.5(5.3), with particular emphasis on joint configuration, suitability of low hydrogen electrodes, preheat and interpass temperatures, and interpass slag removal. Check welding procedures for conformance to AWS D1.4.
3. Prior to concrete placement, check for complete installation and notify contractor of any variations from plans and specifications. If variations are not corrected prior to start of c-oncrete placement, promptly notify the appropriate authority.
4. During concrete placement, check for displacement of reinforcing steel. Check for removal of dirt, concrete spatter and grease.
5. Check embedded items, including anchorages, inserts, and bolts installed in concrete for compliance to project documents. Verify they are solidly cast in place during placement of concrete.

E. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

SECTION 4

CONCRETE BATCH PLANT

OBJECTIVE

The purpose of batch plant observation is to verify that the concrete supplier is exercising adequate quality control to produce concrete that will meet the project requirements for materials, their batch proportions, mixing, and water content.

This objective can best be achieved by qualified special inspectors who diligently perform the duties listed below while under the direct supervision of the materials engineering laboratory.

OBSERVATION DUTIES

A. Documents

1. Verify that the class of concrete ordered is being delivered and conforms with approved mix designs.

B. Equipment

1. Check the trucks for worn out or damaged fins, excessive buildup of hardened concrete, and for the presence of wash water from the previous delivery.
2. Check the National Readymix Concrete Manufacturers Association truck rating plate and verify that load capacities are not exceeded.
3. Check the current "weights and measures" seal on scales.
4. Verify that the moisture metering device is operable.
5. Verify that the scales start at and return to zero after each weighing operation.
6. Verify that the metering devices for admixtures have been recently calibrated and are operating.

C. Materials, Storage and Handling

1. Visually check the fine and coarse aggregate for storage conditions, handling, cleanliness, and moisture conditions. Verify grading and source are as specified on approved mix design.
2. Obtain samples of aggregates when specified or when it appears that they may not conform to the required gradation or cleanliness.
3. Obtain grab samples of cement and pozzolanic materials when required by project specifications.
4. Check cement temperature.
5. For lightweight aggregates, check loose moist unit weight regularly and verify whether the plant is making proper adjustments to batch weights to compensate for variations in weight as well as moisture.

D. Batching of Materials

1. Record the volume in cubic yards for each class of concrete delivered. Verify that each mix proposed for delivery is of the proper designation and proportions approved for the project. Where discrepancies occur, request that the dispatcher clarify with the general contractor.
2. Verify that the specified materials are dispensed to the weigh hopper and record the adjusted batch weights for all ingredients in the desired proportions of the concrete mix.
3. Verify that the proper adjustments have been made for variations in moisture of aggregates.
4. Record the mixing time and check whether it is sufficient.
5. Visually estimate the slump of the concrete and report immediately to the operator any outside that specified.
6. Coordinate with the job site and verify the "as delivered" slump, air content, unit weight, mix temperature, general workability, and preparation of test samples.

E. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

SECTION 5

CONCRETE

OBJECTIVE

Because so many factors interact to affect the ultimate quality of concrete, it has earned a reputation as one of the most variable of construction materials. Quality assurance during production and placement of concrete should be employed. to reduce the number of variables so that the desired concrete quality and performance can be achieved. Quality assurance services can be divided into two easily recognized categories or activities.

The first involves the performance of standard tests to obtain data demonstrating that the delivered concrete was produced to the quality specified. These tests may include measurements of the mix temperature, slump, air content, and unit weight.

The second involves observation of the construction practices during placement. Additional quality assurance services during job site construction may include observation of construction practices during finishing and curing. On essential services projects and other more complex projects, quality assurance services may also include observation of the concrete batching at a central plant.

These objectives of quality assurance can best be achieved by qualified special inspectors who diligently exercise judgment in following the duties listed below while under the direct supervision of the materials engineering laboratory.

OBSERVATION DUTIES

A. Documents

1. Review the approved plans and specifications.
2. Verify that the class of concrete ordered is being delivered and conforms with specifications, drawings and/or code requirements.

B. Observation Procedures

1. Check forms for cleanliness and proper treatment prior to placement.
2. Visually estimate the slump of each batch delivered and perform slump tests regularly.
3. Determine concrete temperature, number of mixing revolutions, and/or length of time since batching.
4. Observe placement procedures for evidence of segregation, possible cold joints, displacement of reinforcing or forms, and proper support of embedded items, anchor bolts, etc.
5. Inspect for proper compaction/consolidation.

C. Sampling and Testing Duties

1. Sample and test fresh concrete for the following (or as stipulated by plans and specifications):
   a) Slump
   b) Entrained air
   c) Temperature
   d) Wet unit weight, when required
2. Sample concrete and prepare test cylinders in accordance with ASTM C31.
3. Field sampling and testing of concrete should be performed by a qualified technician, certified as an ACI - Grade I Concrete Field Testing Technician.

D. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

NOTE: Unless otherwise contracted for, concrete observation may not include verification of reinforcing, embedded items, form dimensions/alignment, finishing, or curing procedures.

SECTION 6

SHOTCRETE

OBJECTIVE

The purpose of special observation for shotcrete is to verify that the materials, processes and the particularly unique application techniques conform to the project documents. The process moves rapidly in often noisy and congested environments; it relies heavily on experienced working crews.

The quality control objectives can best be achieved by a thoroughly experienced special inspector who understands shotcrete as an extension of his or her concrete inspection knowledge and is under the direct supervision of a qualified materials engineering laboratory.

OBSERVATION DUTIES

A. Documents

1. Review the approved plans, specifications, and contractor submittals for applications process used.
2. Verify crew qualifications.
3. Verify material sources and approved mix design.
4. Verify test methods and sample procedure.

B. Observation Procedures

1. Verify main and auxiliary equipment for compliance, capacity, pressures, and proper functioning.
2. Check for hot or cold weather limitations and precautions.
3. Verify reinforcing has been previously inspected and placed for minimal congestion.
4. Verify joints, penetrations, embeds, and formwork are correct and adequately supported.
5. Verify the nozzleman has suitable shooting positions and access to achieve placement with minimal rebound.
6. Check for ground wires or other thickness gauging control method.
7. Review mixing and placing procedures with crew before commencement of application.
8. Observe placement for:
   a) Consistency
   b) Consolidation
   c) Coverage
   d) Rebound
   e) Finish
   f) Cure
9. Check completed job for defects and corrective action.

C. Sampling and Testing

1. Prepare a test panel 18" x 18" x 3", or as otherwise specified to obtain suitable cores for testing. Arrange correct positioning of sample panel to represent job shotcrete. Prearrange with nozzleman the correct timing of the test sample preparation and verify that it is representative of job placement, finish, and cure. Refer to ACI 506 for further guidance.
2. Mark panel with specimen identification and protect for curing period

D. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

SECTION 7

PRE-TENSIONED CONCRETE

OBJECTIVE

Because the strength of materials used in prestressed construction is significantly higher than normal concrete construction, there has developed a strong quality control program by plant manufacturers. As a result, the purpose of pre-tensioned concrete plant observation is to verify the actual control program and check its effectiveness.

This objective can best be achieved by qualified special concrete inspectors performing the following duties under the direct supervision of the materials engineering laboratory.

OBSERVATION DUTIES

A. Documents

1. Review the approved plans, specifications, and approved shop detail drawings.
2. Verify that concrete mix designs, tensioning data, and calculations for stressing have been approved by the reviewing authority.
3. Verify that jacking equipment has been calibrated.

B. Mill and Plant Test Reports

1. Check conformance of all materials to project specifications. Verify steel mill test reports for prestressing steel and deformed bar steel. Verify mill markings and tags. Verify cement mill test reports and certification.
2. Check fabricator's testing facility and reporting of tests performed under fabricator's quality control program.

C. Sampling

1. Sample and deliver to the laboratory for testing:
   a) Concrete aggregates
   b) Prestressing strand or wire
   c) Reinforcing steel
   d) Steel used for structural steel embedded items

D. Steel Fabrication of Embedded Items

1. Verify that qualified welders are employed to perform welding of structural steel using welding procedures qualified in accordance with AWS Structural Welding Code.

E. Pre-Placement Observations

1. Bed layout and form cleanliness.
2. Quantity and spacing of reinforcing and stressing steel.
3. Location of inserts and embedded items.
4. Profile of stressing steel.
5. Witness tensioning of prestressing elements, measure elongation of strand, and record gauge pressure.

F. Tests and Observation During Casting

1. Perform batch plant observations.
2. Conduct slump, air, and unit weight tests. Request adjustments as necessary.
3. Cast compression test specimens.
4. Observe placement and vibration of concrete in forms.
5. Observe finishing treatment.

G. Post-Placement Tests and Observations

1. Observe curing procedures, temperatures, and curing cycles.
2. Monitor compressive strength results for specified release strength.
3. Witness stress transfer.
4. Identify member by component and date cast.

H. Field Erection

1. Check members for damage during storage or shipment.
2. Check field installation and structural connections.

I. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

SECTION 8

POST-TENSIONED CONCRETE

OBJECTIVE

Post-tensioned concrete is normally constructed on site rather than fabricated in plants. As a result, more responsibility is placed on the independent inspection agency to verify that quality control meets acceptable standards.

This objective can best be achieved by qualified special inspectors performing the following duties under the direct supervision of the materials engineering laboratory.

OBSERVATION DUTIES

A. Documents

1. Review the approved plans, specifications, and approved placing and stressing drawings furnished by the post-tensioning contractor.
2. Review the reinforcing steel placing drawings to check whether they have been coordinated with the stressing drawings.

B. Mill Test Reports

1. Check that reinforcing steel and post-tensioning steel supplied to job is properly identified and mill test reports show conformance to project specifications.

C. Sampling of Materials

1. Sample and deliver to the laboratory for testing the following materials when required by project specifications:
   a) Concrete aggregates and cement
   b) Prestressing strand, rods or wire
   c) Reinforcing steel
   d) Steel used for structural inserts

D. Steel Fabrication of Embedded Items

1. Visit fabrication plant.
2. Verify that qualified welders only are welding in accordance with AWS Structural Welding Code.
3. Verify that only qualified welding procedures are being used.
4. Observe the welding operations and the finished product for defects and verify that corrections are made, if necessary.

E. Pre-Placement Observations

1. Check the general layout, size, spacing, and profile of reinforcing steel and post-tensioning steel.
2. Observe anchorages, inserts, embedded items, blockouts, conduits, etc.
3. Calibrate or review current calibration data on the proposed stressing equipment.

F. Observation During Placement of Concrete

1. Observe batch plant operations when required.
2. Observe concrete placement and report any damage or misalignment of embedded components (with particular emphasis on end anchorages).
3. Cast compression test specimens.
4. Test slump, air content, and unit weight. Request adjustment as necessary.

G. Stressing

1. Verify that the concrete compressive strength meets the minimum required strength prior to post-tensioning.
2. Check the stressing sequence and verify the required post-tensioning forces.
3. Call to the attention of the structural engineer any out of tolerance discrepancy in force-elongation relationship, spalled concrete, broken tendons, or anchorage slippage.
4. Verify friction losses where applicable.
5. When using bonded tendons, observe grouting procedure.

H. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

SECTION 9

MASONRY

OBJECTIVE

The purpose of special observation for masonry is to verify that the workmanship and materials meet the minimum standards required by code, as well as the project specifications. This is particularly difficult in masonry work where so much is dependent upon the capabilities of the individual mason, as well as practices which have developed over the years and have become the custom of the trade for the particular locality. This requires experience and judgment by the inspector as well.

This objective can best be achieved by qualified special inspectors performing the following duties under the direct supervision of the materials engineering laboratory.

OBSERVATION DUTIES

A. Documents

1. Review the approved plans and specifications with the masonry contractor and architect's representative in a preconstruction meeting to verify level of inspection required for the particular job. This is the time to resolve any differences in local custom or practice of the mason with requirements of the code and project specifications.

B. Mill Test Reports

1. Verify that mill test certifications for unit masonry, cement and reinforcing steel have been furnished by supplier and are acceptable to the architect/engineer.

C. Sampling of Materials

1. Sample and verify that the following materials are delivered to laboratory for testing when required by project specifications:
   a) Concrete block or brick
   b) Aggregates and cement for mortar and grout
   c) Reinforcing steel as delivered

D. Storage of Materials

1. Check that cement, lime, block and brick are supported on pallets and covered to protect from exposure to excessive moisture or drying.
2. Check that aggregates for mortar and grout are stored free from contamination and in such a manner as to minimize segregation.

E. Preparation for Lay-Up

1. Verify size and spacing of reinforcing dowels.
2. Verify that foundation concrete is clean and prepared as required by specifications.

F. Lay-Up or Placing of Masonry Units

1. Verify whether high lift procedures have been approved for use.
2. Verify that cleanouts are provided for first course of each pour, if high lift method is used.
3. Check plumb and lay-up configuration.
4. Check moisture condition of masonry units.
5. Verify that proper mortar ingredients and batching techniques are being used and prepare mortar compression test specimens.
6. Check mortar time on board.
7. Verify that head joints are the same thickness as face shells or that full head joints are used when specified.
8. Check that mortar extrusions (fins) are cleaned off inside.
9. Check whether joints are tooled as specified.
10. Check required frequency of masonry wall prisms and observe construction of same.
11. Check for ties when specified.
12. Check horizontal reinforcing steel placing:
    a) Placed at correct course, laps as specified
    b) Check whether laps are staggered in bond beams and corners as required
    c) Check lintel bars over openings
    d) Check hooks, if called for in jambs
    e) Check ties in piers, diameter, spacing, and properly fastened
13. Check vertical reinforcing steel:
    a) Check bars at jambs, corners and piers, and typical wall steel
    b) Check whether tied at top and bottom, and as required by project specifications

G. Grouting Observations

1. Verify that cells and starting beds are clean. Check condition with light or mirror.
2. Check whether dowels, anchor bolts and inserts are all in place, particularly at roof lines, floor lines and intersecting wall lines.
3. Check installation of cleanout closures.
4. Check grout mix and admixture requirements.
5. Check slump in accordance with the specifications.
6. If low lift grouting, verify that maximum masonry height is in accordance with the code before grouting.
7. Check that grout is stopped below top for keying where required.
8. Verify mechanical vibrating during placement, and later during reconsolidation.
9. Continuous observation is required during grouting operations.
10. Prepare grout specimens in absorbent form, or as specified, for laboratory testing.
11. Check that curing requirements are being followed.

H. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

SECTION 10

STRUCTURAL STEEL AND HIGH STRENGTH BOLTING

OBJECTIVE

The customary practice of fabrication of steel in the shop prior to erection conveniently allows division of observation of structural steel into two basic categories, shop and field. While the purpose is to assure that proper quality control is exercised at each location, the environment differs. Often the shop is fabricating other projects concurrently and may operate two or three shifts per day. The shop work is closely related to mass production, while the field work relates closer to handcrafting.

These duties should be performed by qualified special inspectors under the direct supervision of the materials engineering laboratory. To better achieve the objective of quality assurance, it is wise to use only one agency to fulfill the duties of both shop and field observation.

OBSERVATION DUTIES

A. Documents

1. Review the approved plans, specifications, and approved shop drawings.
2. Review applicable sections of referenced codes, particularly the American Welding Society Structural Welding Code (AWS D1.1) and the Manual and Specifications of the American Institute of Steel Construction (AISC).
3. Review welding procedure qualifications when other than standard AWS prequalified joints and procedures are involved.

B. Mill Test Reports

1. Review mill test reports and check heat numbers with material as received. Verify that proper identification of steel is maintained during fabrication.

C. Sampling and Testing

1. When required by project specifications (particularly schools and hospitals), mark sample location with steel stamp on each piece tested.
2. Record sample number and location, and maintain sample identification as they are delivered to laboratory.
3. When steel members are delivered to finish length and no "crop ends" are available for sample cutting, coordinate cutting and patching requirements with architect/engineer and fabricator.

D. Welding Observation (Applicable to Shop and Field)

1. Check each welder's certification and verify that the welder does work only as covered by his certification.
2. Keep a written record of each welder by name, his identifying steel mark, and the percentage of rejectable welds.
3. Upon detection of a rejectable weld (either visually or by nondestructive test), the inspector-in-charge will notify the welder and/or his foreman for verification of defect. The inspector-in-charge will observe removal of defects and repairs to check whether acceptable procedures were used.
4. Check structural members for thickness adjacent to welds.
5. Inspect joints for proper preparation, including bevel, root faces, root opening, etc.
6. Check the type and size of electrodes to be used for the various joints and positions. Check the storage facilities to see if they are adequate to keep the electrodes dry.
7. Observe the technique of each welder periodically with the use of a welding inspection shield.
8. Verify the use of proper preheat and interpass temperatures.
9. Observe multi-pass welds continuously. Continuous observation is defined as follows: *The inspector is present in the welding area at all times.* The extent of inspection of individual welds will depend on the number of operators welding.
10. Observe single pass fillet welds periodically (in accordance with code requirements), after determining that the operator is capable of producing the welds required.
11. If straightening or restraining of weldments is necessary, verify that approved methods will be used.
12. Tag or stamp accepted weldments with the inspector's identification stamp.

E. Workmanship

1. Check straightening and bending procedures.
2. Check cut edges, including those flame cut, sheared, or milled.
3. Check bolt holes in major connections for size.

F Additional Field Duties

1. Discuss welding sequence, general construction plans, and specific joint sequence with steel contractor and engineer to verify proper sequence to minimize restraint.
2. During adverse weather conditions, check that adequate steps are taken to prevent moisture penetration at welding location.

G. High Strength Bolting

1. Sample high strength bolts, washers, and nuts for testing from the lots in the shop or on the job site, if required.
2. Review type of joint specified (i.e. slip critical, non-slip critical).
3. Check bolts, nuts, and washers for compliance to project specifications.
4. Review the procedure for installation of bolts. The amount and type of inspection during installation will depend on the method used.
5. Check joint surfaces to verify that they are free of burrs, dirt, etc.
6. Verify installation procedures meet minimum bolt tensions required by code.
7. Check calibration of wrenches for tightening capacity in a wrench calibrator.

H. Painting

1. Verify cleaning operations are to condition specified.
2. Verify conformance of paint to specification.
3. Verify application method, brush, roller, or spray.
4. Check for thickness of each coating, final thickness, and holidays.
5. Check touch-up for final finish

I. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

SECTION 11

NONDESTRUCTIVE TESTING (NDT)

OBJECTIVE

The purpose of nondestructive testing is to verify that structural steel and/or completed welds are sound with respect to the given project criteria. Visual observation may not detect hidden fusion defects, cracking, and lamellar tearing. Therefore, it is important that all means necessary be available to the special inspector for reasonable verification of sound welds.

This objective can best be achieved by qualified NDT special inspectors performing standard test methods under the direction of the materials engineer laboratory. Since NDT tests are indirect (relying on a probing medium to disclose defects), accurate evaluation depends upon experienced, qualified personnel who are thoroughly trained in theory and applications.

OBSERVATION DUTIES

A. Documents

1. Review the approved plans, specifications, and approved shop drawings.
2. Review applicable sections of referenced codes, particularly UBC Section 1703 and Section 6 of the AWS Structural Welding Code D1.1.
3. Where applicable, review welding procedures and sequences.

B. Personnel

1. All NDT personnel shall be qualified in accordance with the American Society for Nondestructive Testing, *Recommended Practice SNT-TC-1A*, and the supplement applicable to the method to be used. Only Level II and III inspectors, or Level I inspectors working under the direct supervision of a Level II or III inspector, are permitted to conduct the tests.

C. Method Selection

1. Method to be used shall be as prescribed by project specifications, building codes, or as recommended by the materials engineering laboratory under the direction of the design professional.
2. Effective use of NDT depends on utilizing the proper test method and techniques. Where field conditions or sequences affect the specified methods, the NDT technician will make recommendations for suitable approved methods or techniques.

D. Tests

1. Perform tests as prescribed by contract documents, for welds, laminations, or lamellar tearing.
2. Upon detection of a defect, mark the defect, and notify the foreman and/or the lead visual inspector.
3. Keep written records of pieces, welds, welder identification marks, length and location of defects, method and date of repair, number of retests, records of performance of each welder (percent of rejected welds), sampling rate, etc.

E. Reports

1. Submit written progress reports describing the tests and observations made, their location, and any corrective actions taken.
2. Report the current percent of rejectable welds.

F. Standards

1. Many nondestructive testing standards and codes are presently available for information and reference. Most standards and codes specify equipment and personnel requirements, operational steps, and acceptance standards tied to the end-use function. Following is a partial list of the more common standard test methods.
   a) Radiography - AWS D1.1, ASTM E94 and E99, ASME Section V
   b) Ultrasonic Testing - AWS D1.1, ASTM E164, ASME Section V
   c) Magnetic Particle Testing ASTM E109, ASME Section V
   d) Penetrant Testing - ASTM E165, ASME Section V

SECTION 12

SPRAY-APPLIED FIREPROOFING

OBJECTIVE

The purpose of spray-applied fireproofing observation is to verify that the application of material is in accordance with the project specifications, applicable codes, and manufacturer's recommendations.

This objective can best be achieved by experienced special inspectors who diligently perform the duties listed below while under the direct supervision of the materials engineering laboratory.

OBSERVATION DUTIES

A. Documents

1. Review the approved plans, specifications, and manufacturer's recommendations.
2. Review applicable sections of referenced codes and standards.

B. Observation Procedures

1. Verify substrate condition for cleanliness prior to application.
2. Verify application in accordance with code and specifications.

C. Testing and Sampling Duties

1. Measure thickness of spray-applied fireproofing in accordance with specifications and Uniform Building Code Standard 7-6.
2. Remove and deliver samples to materials engineering laboratory for unit weight tests.
3. Reinspect areas repaired due to insufficient thickness or damage by sampling, tenant improvements, panel placement, rain, etc.

D. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

SECTION 13

GLU LAM AND TRUSS JOISTS

OBJECTIVE

The fabrication of most glu lam and truss joist products is conducted in controlled plant conditions which are designed for a mass-produced product. The primary purpose of observing the product at the plant is to check the critical operations, such as gluing, and to provide verification that the quality control exercised by the fabricator is adequate.

To best achieve this objective, an experienced timber technician should be employed performing the following duties under the direct control of the materials engineering laboratory.

GLU LAM TIMBER OBSERVATION DUTIES

A. Documents

1. Review the approved plans, specifications, and approved shop drawings.
2. Review applicable sections of referenced codes, particularly the Timber Construction Manual by the American Institute of Timber Construction (AITC) and reference standards of the Uniform Building Code by ICBO.
3. Verify that the proposed lumber grades, combinations, adhesive, and end joint details meet with code requirements.

B. Materials

1. Verify certifications on lumber grading, adhesives, and preservatives.
2. Verify lumber grade marks on the pieces being used.

C. Observation Requirements - Preliminary

1. Verify that shop drawings have been reviewed and stamped by architect/engineer and general contractor.
2. Verify that spacing of joints meets job and code requirements.
3. Measure moisture content of lumber and verify with acceptance range specified.
4. Check appearance grade requirements.
5. Verify preservative treatment requirements.

D. Observation of Sub-Assemblies (End Joints)

1. Verify lumber grade at end joints.
2. Gluing and curing procedure, verification of following:
   a) Lumber moisture, temperature, and cross-section
   b) Workroom humidity and temperature
   c) Adhesive certification, lot, and temperature
   d) Joint match and separation
   e) Assembly temperature, pressure, and time
   f) Sample and test representative joints

E. Laminating (Gluing)

1. Recheck lumber grades, combinations and faces, moisture, and temperature.
2. Record workroom temperature and humidity.
3. Check adhesive certification, lot verification, and temperature.
4. Verify camber assembly.
5. Gluing and curing:
   a) Observe glue spread and check for skips
   b) Record open time prior to clamping
   c) Record clamping pressure
   d) Record curing temperature and time
   e) Sample and test (block shear, core shear, cyclic delamination)

F. Finishing

1. Recheck joint spacing and cross-sectional dimensions.
2. Observe repairs for appearance.
3. Record and inspect surface treatment.
   a) Preservative
   b) Sealer
   c) Primer or paint
4. Hammer-brand each member, prepare shipping certificate.
5. Observe and record wrapping.

G. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

TRUSS-TYPE JOIST CONSTRUCTION

A. Chord Fabrication

1. Perform all requirements of "Glu Lam Timber Observation Duties".
2. Check end joint spacing at panel points.
3. Check drilling and routing for webs.

B. Web Fabrication

1. Structural Steel:
   a) Review specification requirements
   b) Review mill certification, steel, and coating
   c) Sample and test, when specified
2. Fabrication:
   a) Verify web wall thicknesses and diameters at specified locations
   b) Check for splitting at flattened ends
   c) Check alignment edge distance and pin placement
   d) Check bridging clips, bearing clips, and ridge connector
   e) Check truss dimensions
   f) Check connector welding, if performed

C. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

SECTION 14

SHEAR WALLS AND FLOOR SYSTEMS USED AS SHEAR DIAPHRAGMS

OBJECTIVE

Many public agencies are now requiring special inspection during the construction of plywood shear walls and floor systems used as shear diaphragms. These are critically important elements to the structural integrity of the building, and are therefore considered appropriate for special inspection.

This objective can best be achieved by qualified special inspectors performing the following duties under the direct supervision of the materials engineering laboratory.

OBSERVATION DUTIES

A. Documents

1. Review the approved plans, specifications, and other appropriate project documents.
2. Review applicable sections of referenced codes and standards, particularly the Timber Construction Manual by the American Institute of Timber Construction (AITC) and the Uniform Building Code by ICBO.

B. Materials

1. Verify material grades.
2. Verify nail type and size.
3. Verify connector, including tiedowns, framing clips, bolts, and straps.

C. Sampling of Materials

1. Sample and deliver to the laboratory for testing the following materials when required by project specifications:
   a) Structural panel sheathing (i.e. plywood, gypsum, fiberboard or particle board)
   b) Framing lumber
   c) Fasteners including nails, screws, bolts, etc

D. Observations Procedures

1. Check nail spacing, penetration, edge distance, and verify nail size.
2. Check for proper plywood thickness and grade.
3. Check for installation of blocking, when blocked edges are required.
4. Check the receiving members for spacing, size, and resistance to splitting.
5. Check for proper plywood layout per project requirements.
6. Check for "shiners" (nails penetrating structural panel sheathing only).
7. Verify that critical members have received the nail specified.

E. Reports

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

OPERATING ENGINEERS LOCAL UNION NO. 3

23-63-1

1620 SOUTH LOOP ROAD, ALAMEDA, CA 94502-7090 • (510) 748-7400 • FAX: (510) 748-7401

Jurisdiction: Northern California, Northern Nevada, Utah, Hawaii and Mid-Pacific Islands

August 12, 1996

RECEIVED
Department of Industrial Relations

AUG 15 1996

Div. of Labor Statistics & Research
Chief's Office

Ms. Dorothy Vuksich, Chief
DIVISION OF LABOR STATISTICS
Department of Industrial Relations
45 Fremont Street, Suite #1160
San Francisco, CA 94142

Re: Operating Engineers Local Union No. 3 1996-1999 Master Labor Agreement for Northern California

Dear Ms. Vuksich:

We have reviewed the document which we recently filed with you and have found some errors in the classifications.

The errors and corrections are set forth below. All page numbers refer to the page number of the Master Agreement Wage rates which is attached to the Memorandum of Agreement we filed with you.

Page Number	Correction
3	Group 5, Classification # 8831, number 20 - "Verneer" should be "Vermeer"
6	Group 2A, Classification # 1325, number 1 - the description should read "Clamshells and Draglines over 1 cu. yd. up to and including 7 cu. yds. "and including" was omitted.
11	Piledriving Group 3, Classification # 2135, number 1 - the description should read "Derrick Barge Pedestal Mounted under 45 tons . . ." "Mounted" was omitted.

Page Number	Correction
11	Piledriving Group 3, Classification #7171, number 3 - "Skid/Skow Piledriver" should be "Shid/Scow Piledriver."
11	Piledriving Group 4, Classification # 2941, number 2 - "Forklift, 10 tons and under" should read "Forklift 10 tons and over."

These changes are made to correct errors we made when we prepared the document. The classifications and their descriptions were not changed this year, in other words, the corrections set forth above reflect no change in the job descriptions in the 1993-1996 agreement which your agency adopted.

In addition to the changes in classifications which are set forth on page 1 of the Memorandum of Agreement (new classifications, new classification descriptions and deletions), we also changed the description of classification # 2991, number 9 of Group 8 (see page 5 of the Master Agreement wage and fringe benefit rates). The classification previously was described as "Forklift (under 20 feet)." It now reads as "Mast Type Forklift."

I am also writing to confirm some information I have provided your staff.

1. The classifications for the Addendum are the same as the classifications for the Master Agreement.

2. The new Tunnel/Underground Group 1A classification applies to both the Underground rate and the Shafts, Stopes and Raises rate.

3. The Group 8 forklift rate applies to forklifts under 10 tons on piledriving work (in realty, this is never an issue because forklifts used in piledriving work are used to lift materials over ten tons.

Please note that although we have deleted "Forklift" (20' and over) or Lumber Stacker (construction jobsite) from Group 7 and have renamed the Group 8 forklift from "Forklift" (under 20 feet) to "Mast Type Forklift" we have not changed the Group 6

classification, Classification # 4431 (number 17) "Lull Hi-Lift or similar." This latter classification is sometimes referred to as a "forklift." It is not under our contract. I bring this to your attention for enforcement purposes. The "lumber stacker" that was included in Group 7 is now included in the Group 8 classification "Mast Type Forklift."

Please call me if you have any questions.

Sincerely,

Roland M. Katz

c: Steve Clark, AGC
Tim Conway, AECE
Mark Breslin, EUCA
Mike Walton, ACE
Steve Lyons, Industrial Contractors

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CONTRACTS

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Department of Industrial Relations
JUL 28 1998
Div. of Labor Statistics & Research
Chief's Office

MEMORANDUM OF AGREEMENT
(Contract Extension/Amendment)

THIS AGREEMENT, made and entered into this 16th day of June, 1998, by and between ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

The parties open their 1996-1999 Master Agreement for Northern California and amend it as follows:

1. Section 06.05.03: *Tide Work*. Except as provided for in Section 14.02.06, an Individual Employer who is performing tide work shall establish a starting time for the project **between 5:00 a.m. and 10:00 a.m.** which corresponds to the tide on the first day of the project. All hours worked before or after the shift as established herein shall be paid at the special single shift rates set forth in 01.03.00, 01.03.01, 01.03.02 01.03.03, 01.03.04 and 01.04.00. When an Employee is called out to work tide work, the minimum pay for such work shall be eight (8) hours at straight time as provided herein including fringe benefits. Each hour worked on Saturday shall be paid at time and one half (1-1/2) and each hour worked on Sundays and holidays shall be paid at double time.

2. Add a new Section 12.12.00, Supplemental Dues: In addition to any amount specified as and for Vacation and Holiday benefits in section 12.06.00, and 12.06.01, of this Master Agreement, the amount of 10 cents ($.10) per hour for each hour paid for or worked shall be added and specifically designated as Supplemental Dues effective for all work performed on and after December 28, 1998; twenty cents ($.20) per hour effective for all work performed on or after June 28, 1999; thirty cents ($.30) per hour effective for all work performed on or after June 26, 2000, and forty cents ($.40) effective for all hours work performed on or after June 25, 2001. These amounts shall be "new money." Upon the execution of a proper authorization as required by law, the amount set forth shall be transmitted from the Vacation-Holiday benefit of each Employee performing work or being paid under this Agreement and shall be remitted directly to the Union. These amounts specified herein shall not be deemed to be part of the Vacation-Holiday benefit but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Employees. Such remittance shall be made to the Union monthly. Supplemental Dues are specifically part of the uniform monthly dues of each Employee, as specified in the provisions of Section 04.02.00, Union Security, of this Agreement. The Employees shall be obligated to make such payment directly to the Union on a monthly basis if the dues authorization provided for herein is not executed, under such terms and conditions as from time to time may be prescribed by the Union.

3. Exhibit A, Substance Abuse, Section IV: The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse affect they have on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. **The Individual Employer shall consult with ARP before it implements this policy so that ARP can provide education to the Individual Employer and its Employees.** ARP shall continue to provide an educational program for the Individual Employers for their Employees and shall, to the maximum extent possible, train all Employees of all Individual Employers who implement this Policy.

4. Exhibit A, Substance Abuse, Section VII, Type of Permissive Testing:

Add a new subsection E which reads: **An Individual Employer may initiate unannounced random testing, a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all Employees shall be subjected to such testing. The Employer may establish two random testing pools, one for DOT regulated Employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to Employees that Employees will be subject to random testing.**

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13. Section 04.10.31 of the Job Placement Regulations:

Employees who are laid off because a job or project is temporarily shut down because of weather, lack of material or other reasons beyond the control of the Individual Employer, ~~and who do not accept a dispatch to another job other than one to which the short duration rule has applied,~~ shall, ~~on the resumption of the job or project~~ within six (6) months of its being ~~shut down~~ **laid-off**, be dispatched ~~to such job or project~~ as called for by the Individual Employer by name.

14. Economics:

June 16, 1998
In addition to the previously negotiated seventy cents ($.70) per hour increase (Group 4), wages and fringe benefits are adjusted as follows:
1. $.06 per hour increase to Job Placement Fund for a total of $.10 (effective June 29, 1998)
2. Reduce Business Development Trust by one cent ($.01) from nine cents ($.09) per hour to eight cents ($.08) per hour and increase Contract Administration Fund by one cent ($.01) from six cents ($.06) per hour to seven cents ($.07) per hour.

January 1, 1999
1. $.10 per hour for supplemental dues.
2. One cent ($.01) per hour increase for Contract Administration Fund, from seven cents ($.07) per hour to eight cents ($.08) per hour.

June 16, 1999
1. $1.05 per hour for all classifications, to be allocated by the Union to wages, Health and Welfare and/or Pensioned Health and Welfare (effective date of allocations to Trust Funds effective the last Monday in June consistent with the parties' practice).
2. $.10 per hour for Supplemental Dues.
3. $01 per hour for Affirmative Action Trust.

June 16, 2000
1. $1.10 per hour for all classifications, to be allocated by the Union to wages, Health and Welfare and/or Pensioned Health and Welfare (effective date of allocations to Trust Funds effective the last Monday in June consistent with the parties' practice).
2. $.10 per hour for Supplemental Dues.
3. $01 per hour for Affirmative Action Trust.

June 16, 2001
1. $.85 per hour for all classifications, to be allocated by the Union to wages, Health and Welfare and/or Pensioned Health and Welfare (effective date of allocations to Trust Funds effective the last Monday in June consistent with the parties' practice.)
2. $.10 per hour for Supplemental Dues (effective July 1, 2001).
3. $01 per hour for Affirmative Action Trust.

The wage and fringe benefit rates are attached hereto.

15. *Retiree Addendum:* (3) Is requested to work during the months of ~~July~~ **April** through ~~October~~ **November** of any calendar year.

16. Section 26.03.00: *Effective and Termination Dates.* This Agreement shall be effective June 16, 1996, and shall remain in effect through June 15, ~~1999~~ **2002**, and if the written notice provided by Section 8(d) of the National Labor Relations Act as Amended is not given by either the Union or the Employer to the other, it shall continue indefinitely; provided however, this Agreement may be terminated at any time after June 15, ~~1999~~ **2002**, by either the Union or the Employer giving to the other the written notice provided by in Section8(d) of the Act in which event this Agreement shall terminate at the end of the sixtieth (60th) calendar day after receipt of such notice. Regardless of when terminated, the Union and Employer will negotiate exclusively with each other during the last sixty (60) days of the Agreement.

23-03-1

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ADDENDUM "A"

RESIDENTIAL CONSTRUCTION AND BUILDING CONSTRUCTION

FOR INFORMATION ONLY. Per Rollie 6/20/96 Katz-agreement will be filed mid July.

SECTION 1
Coverage

Section 1.1 This Addendum shall apply to Residential Construction and Building Construction work as defined below which is performed in the Counties listed below.

Section 1.2 All terms and conditions of the Master Agreement shall apply to such work except for those provisions which are specifically modified or superseded by this Addendum. The Master Agreement will apply in its entirety to all work not covered by this Addendum.

SECTION 2
Definition of Type of Work

Section 2.1 *Residential Construction:* Town or row houses; apartment buildings (4 stories or less); single family houses; mobile home developments; multi-family houses; and student housing.

Section 2.2 *Building Construction:* Alterations and additions to non-residential buildings; apartment buildings (5 stories and above); arenas (enclosed); auditoriums; automobile parking garages; banks and financial buildings; barracks; churches: hospitals; hotels; industrial buildings; institutional buildings; libraries; mausoleums; motels; museums; nursing and convalescent facilities; office buildings; out-patient clinics; passenger and freight terminal buildings; police stations; post offices; city halls; civic centers; commercial buildings; court houses; detention facilities; dormitories; farm buildings; fire stations; power plants; prefabricated buildings; remodeling buildings; renovating buildings; repairing buildings; restaurants; schools; service stations; shopping centers; stores; subway stations; theaters; and warehouses. Buildings which are part of a water treatment or sewage treatment plant are not covered by this Addendum, they are "Heavy" work.

SECTION 3
Wages and Fringe Benefits

	6/16/96	6/16/97	6/16/98
Group 1 (3 classifications)			
Area 1	$28.59	$.57*	$.29*
Area 2	$30.59		
Group 2 (5 classifications)			
Area 1	$27.18	$.54*	$.28*
Area 2	$29.18		
Group 3 (17 classifications)			
Area 1	$25.82	$.52*	$.26*
Area 2	$27.82		
Group 4 (30 classifications)			
Area 1	$24.53	$.49*	$.25*
Area 2	$26.53		

Fringe Benefits

Health and Welfare Allocation. Effective June 30, 1997, and June 29, 1998. any increase in the Health and Welfare contribution rate which is necessary to maintain benefits shall be allocated from the wage increases provided for in this Addendum pursuant to Section 01.05.01 of the Master Agreement. If the amount which is necessary in either year to maintain Health and Welfare benefits exceeds the amount of the increase in wages provided for in this Addendum the Individual Employer shall pay the additional amount necessary to maintain those benefits up to twenty-five cents(25) effective June 30, 1997, and up to twenty-five cents effective June 29, 1998.

SECTION 4
Addendum Counties

Section 4.1 This Addendum shall apply to covered work as defined in Section 2 which is performed in the Counties listed below:

Alpine; Amador; Butte, Calaveras; Colusa; Del Norte; El Dorado; Fresno; Glenn; Humboldt; Kings; Lake; Lassen; Madera; Mariposa; Mendocino; Merced; Modoc; Monterey; Napa; Nevada; Placer; Plumas; Sacrament; San Benito; San Joaquin; Santa Cruz; Shasta; Sierra; Siskiyou; Stanislaus; Sonoma; Sutter; Tehema; Trinity; Tulare; Tuolumne; Yuba; and Yolo.

SECTION 5
Work Rules

These work rules will apply to all building construction work, parking lots, and driveways covered by the Master Agreement on jobs on which the value of the work covered by the Master Agreement for the entire project is less the amount set forth below. The Individual Employer shall not engage in or enter into any scheme, plan or device with the Contracting Authority or Developer to job split or split contracts with the intent of pricing a specific job or project under $200,000. The Individual Employer shall provide the Union with documentation to establish that the value of a job is under $200,000.

County	Building	Residential
Alameda	Under $200,000.00	Under $200,000.00
Alpine	Under $200,000.00	Under $200,000.00
Amador	Under $200,000.00	Under $200,000.00
Butte	Under $200,000.00	Under $200,000.00
Calavaras	Under $200,000.00	Under $200,000.00
Colusa	Under $200,000.00	Under $200,000.00
Contra Costa	Under $200,000.00	Under $200,000.00
DelNorte	Under $200,000.00	Under $200,000.00
El Dorado	Under $200,000.00	Under $200,000.00
Fresno	Under $200,000.00	Under $200,000.00
Glenn	Under $200,000.00	Under $200,000.00
Humboldt	Under $200,000.00	Under $200,000.00
Kings	Under $200,000.00	Under $200,000.00
Lake	Under $200,000.00	Under $200,000.00
Lassen	Under $200,000.00	Under $200,000.00
Madera	Under $200,000.00	Under $200,000.00
Marin	Under $200,000.00	Under $200,000.00
Mariposa	Under $200,000.00	Under $200,000.00
Mendocino	Under $200,000.00	Under $200,000.00
Merced	Under $200,000.00	Under $200,000.00
Modoc	Under $200,000.00	Under $200,000.00
Monterey	Under $200,000.00	Under $200,000.00
Napa	Under $200,000.00	Under $200,000.00
Nevada	Under $200,000.00	Under $200,000.00
Placer	Under $200,000.00	Under $200,000.00
Plumas	Under $200,000.00	Under $200,000.00
Sacramento	Under $200,000.00	Under $200,000.00
San Benito	Under $200,000.00	Under $200,000.00
San Francisco	Under $200,000.00	Under $200,000.00
San Joaquin	Under $200,000.00	Under $200,000.00